

The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

| WOASI                            | S                          |                       |                       |       | Jump to: FC   | ORMS       | 🟦 Go         | 👧 Home                      | & Personalize                | Accessibility | 🔁 App Help | C Abou    | ut |
|----------------------------------|----------------------------|-----------------------|-----------------------|-------|---------------|------------|--------------|-----------------------------|------------------------------|---------------|------------|-----------|----|
| Icome, Lu Anne Cottrill          |                            |                       |                       | ement |               |            | Receivable   | Accounts                    | Payable                      |               |            | _         |    |
| citation Response(SR) Dept: 0210 | ID: ESR093021000000        | 02194 Ver.: 1 Functio | on: New Phase: Final  |       | Modified by b | atch, 10/  | /07/2021     |                             |                              |               |            |           |    |
| Header 🛛 5                       |                            |                       |                       |       |               |            |              |                             |                              |               |            |           | 5  |
|                                  |                            |                       |                       |       |               |            |              |                             |                              |               | ŧ          | List Viev | N  |
| General Information Contact De   | efault Values Discount     | Document Information  | Clarification Request |       |               |            |              |                             |                              |               |            |           |    |
| Procurement Folder:              | 937872                     |                       |                       |       |               | SO D       | Doc Code: C  | RFQ                         |                              |               |            |           |    |
| Procurement Type:                | Central Contract - Fixed A | mt                    |                       |       |               |            | SO Dept: 0   | 210                         |                              |               |            |           |    |
| Vendor ID:                       | VS0000038874               | <b>金</b>              |                       |       |               | S          | O Doc ID: IS | SC220000000                 | 03                           |               |            |           |    |
| Legal Name:                      | PPT Holdings I, LLC        |                       |                       |       |               | Publis     | hed Date: 9  | /22/21                      |                              |               |            |           |    |
| Alias/DBA:                       | Park Place Technologies,   | LLC                   |                       |       |               | Cl         | ose Date: 1  | 0/7/21                      |                              |               |            |           |    |
| Total Bid:                       | \$290,448.00               |                       |                       |       |               | Clo        | ose Time: 1  | 3:30                        |                              |               |            |           |    |
| Response Date:                   | 10/04/2021                 |                       |                       |       |               |            | Status: C    | losed                       |                              |               |            |           |    |
| Response Time:                   | 11:43                      |                       |                       |       | Solicit       | ation De   |              | Mainframe Se<br>Maintenance | rver, VTL, DASD<br>(OT22030) | $\Diamond$    |            |           |    |
| Responded By User ID:            | ecommerceppt               | <b>2</b>              |                       |       | Total of Hea  | ader Atta  | chments: 5   |                             |                              |               |            |           |    |
| First Name:                      | Sam                        |                       |                       |       | Total o       | f All Atta | chments: 5   |                             |                              |               |            |           |    |
| Last Name:                       | Szilagyi                   |                       |                       |       |               |            |              |                             |                              |               |            |           |    |
| Email:                           | ecommerce@parkplacete      |                       |                       |       |               |            |              |                             |                              |               |            |           |    |
| Phone:                           | 800-931-3366               |                       |                       |       |               |            |              |                             |                              |               |            |           |    |
|                                  |                            |                       |                       | _     |               |            |              |                             |                              |               |            |           |    |



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

# State of West Virginia **Solicitation Response**

| Proc Folder:              | 937872           | 937872  |         |  |  |  |  |  |
|---------------------------|------------------|---|---------|--|--|--|--|--|
| Solicitation Description: | Mainframe Serve  | Mainframe Server, VTL, DASD Maintenance (OT22030) |         |  |  |  |  |  |
| Proc Type:                | Central Contract | Central Contract - Fixed Amt                      |         |  |  |  |  |  |
| Solicitation Closes       |                  | Solicitation Response                             | Version |  |  |  |  |  |
| 2021-10-07 13:30          |                  | SR 0210 ESR09302100000002194                      | 1       |  |  |  |  |  |

| VENDOR                              |                                   |                         |                      |                             |          |
|-------------------------------------|-----------------------------------|-------------------------|----------------------|-----------------------------|----------|
| VS0000038874<br>PPT Holdings I, LLC |                                   |                         |                      |                             |          |
| Solicitation Number:                | CRFQ 0210 ISC2200000003           |                         |                      |                             |          |
| Total Bid:                          | 290448                            | Response Date:          | 2021-10-04           | Response Time:              | 11:43:37 |
| Comments:                           | The presented pricing is our form | nal renewal quote for t | he next 4 vears ('21 | -'22, '22-23, '23-24, '24-2 | 25).     |

FOR INFORMATION CONTACT THE BUYER Jessica S Chambers (304) 558-0246 jessica.s.chambers@wv.gov

Vendor

Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

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

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112303  |              |               |         |

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<br>- 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<br>- Year 4 |              |     |               |            | 72612.00                    |   |
|   |              |     |               |            |                             |   |
| Comm Code Manufacturer                                |              |     | Specification |            | Model #                     | ľ |

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



Pricing valid for 30 days from this date: 22-Sep-21

| COMPANY: | State of West Virginia                  | CONTACT: | 3043525287<br>gene.p.walters@wv.gov TERM | TERM START:     | 15-Sep-21         | PPT REP:       | John Spiccia<br>jspiccia@parkplacetech.com |
|----------|---|----------|--|-----------------|-------------------|----------------|--|
|          |   |          |  | TERMS END:      | 14-Sep-25         |                |  |
| ADDRESS: | 10 Hale St Fl 3<br>Charleston, WV 25301 | BILL TO: | State of West Virginia                   | COVERAGE START: | 15-Sep-21         | CURRENCY:      | USD  |
|          | United States                           |          |  | BILL FREQUENCY: | Full Term Prepaid | SCHEDULE TYPE: | Maintenance                                |
|          |   |          | United States                            | PAYMENT TERMS:  | Net 30            | AGREEMENT #:   |  |

٠

ASSET LOCATION #1: 1900 Kanawha Blvd E, Wv Capitol Complex, Charleston, WV 25305, United States

| LINE | OEM | DESCRIPTION  | SERIAL #    | SLA    | QTY | START     | END       | STATUS | TOTAL     |
|------|-----|--|-------------|--------|-----|-----------|-----------|--------|-----------|
| 1.1  | EMC | VMAX 20K Base-64GB w/Encryption                      | HK192606633 | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 91,658.40 |
| 1.2  | EMC | VMAX 20K Delta Infrast                               |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.3  | EMC | • 146GB 15K FC 4Gb/s 3.5in HDD                       |             | 7x24x4 | 52  | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.4  | EMC | • 300GB 15K FC 4Gb/s HDD VMAX 20K                    |             | 7x24x4 | 52  | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.5  | EMC | VMAX 20K Sb Dir Delta                                |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.6  | EMC | VMAX 20K Sb Standby Power Supply                     |             | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.7  | EMC | VMAX 20K 15 Slot Disk Array Enclosure                |             | 7x24x4 | 8   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.8  | EMC | • VMAX 20K 8Gb 4M FIC                                |             | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.9  | IBM | zSeries Enterprise BC12 Model H06                    | 68D77       | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 74,600.16 |
| 1.10 | IBM | • zSeries zBC12 Intergrated Facility for Linux (IFL) |             | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.11 | IBM | zSeries Enterprise zBC12 ZIIP                        |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.12 | IBM | • zSeries Enterprise zBC12 2-Way Processor S02       |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.13 | IBM | TS7720 Virtualization Engine (VTS) Model VEA         | 78H4077     | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 26,123.04 |
| 1.14 | IBM | TS7700 Cache Controller Model CS8                    |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 32,093.76 |

Park Place Technologies LLC Registration #: 34-1675040

5910 Landerbrook Drive, Suite 300 Mayfield Heights, OH 44124 United States Phone: 800.931.3366 Fax: 800.531.6303 http://www.parkplacetechnologies.com



Pricing valid for 30 days from this date: 22-Sep-21

SCHEDULE: 51/1/1-1

ASSET LOCATION #1: 1900 Kanawha Blvd E, Wv Capitol Complex, Charleston, WV 25305, United States

| LINE | OEM       | DESCRIPTION                                     | SERIAL #         | SLA    | QTY | START     | END       | STATUS | TOTAL     |
|------|-----------|---|------------------|--------|-----|-----------|-----------|--------|-----------|
| 1.15 | IBM       | • IBM 3952 Model F05 - Expansion Frame          |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.16 | IBM       | TS7700 SATA Cache Module                        |                  | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.17 | IBM       | FICON LongWave Attachment                       |                  | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.18 | IBM       | • GRID ENABLEMENT                               |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| ASSE | T LOCATIO | N #2: 68 Richard D. Minnich Dr, Sutton, WV 2660 | I, United States |        |     |           |           |        |           |
| LINE | OEM       | DESCRIPTION                                     | SERIAL #         | SLA    | QTY | START     | END       | STATUS | TOTAL     |
| 2.1  | IBM       | TS3500 Model L23 Tape Library                   | 78A4126          | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 15,125.76 |
| 2.2  | IBM       | TS1120 Model E05 Tape Drive                     |                  | 7x24x4 | 6   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 2.3  | IBM       | TS7740 Virtualization Engine (VTS) Model V06    | 78H4070          | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 22,387.20 |
| 2.4  | IBM       | TS7740 Cache Controller Model CC8               |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 28,459.68 |
| 2.5  | IBM       | • IBM 3952 Model F05 - Expansion Frame          |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 2.5  |           | FICON LongWave Attachment                       |                  | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 2.6  | IBM       | And Chigwave Addenment                          |                  |        |     |           |           |        |           |
|      | IBM       | • GRID ENABLEMENT                               |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |

•

Tax is not included in this quote, but will be listed on the invoice when applicable. If you are exempt, please provide an exemption certificate to avoid being charged sales tax.



# Service Description:

Park Place Technologies (PPT) shall provide support services, and service coordination for the maintenance, repair, and/or up to the replacement of equipment, if applicable, for the equipment listed on Schedule #517171-1

Park Place will identify the details relating to the Services in the Schedule for maintenance services, which can be found below. The Schedule will also identify locations at which the Services will be provided and the equipment serial number(s) that will receive maintenance service.

Fees will be invoiced according to the frequency listed on the Schedule. Fees that are invoiced more frequently than annually, will reflect changes that occurred during that period, and may not occur in equal amounts.

# What You Can Expect:

PPT will provide and bear both the cost of parts consumed through normal wear and tear, and the cost of labor required to maintain the equipment listed on the attached schedule or as changed by the Customer for the Term of this SOW. PPT shall include replacement parts as necessary to conform with the warranty provisions outlined below. Maintenance parts may be new or refurbished to perform as new. Failed parts containing proprietary data shall remain the Customer's property; all other failed parts shall become Park Place property upon exchange.

In addition to the contracted level of support as listed below and in the Schedule, PPT offers all our customers access to the PPT Contact Center Help Desk, 24 hours a day, 7 days a week, 365 days a year for the purpose of:

- · General phone support for the covered hardware
- General phone support for the covered operating system
- Opening of a support incident
- Call status reports

# Levels of Support

## 1) Coverage Window (Days)

Days of service coverage in a week in which the PPT services are delivered, five days (Monday - Friday), or seven days (Sunday - Saturday). As noted by

# Schedule For: State of West Virginia

Pricing valid for 30 days from this date: 22-Sep-21

first numeral in the SLA abbreviation, ex. 7 x 24 x 4, seven days

## 2) Coverage Window (Hours)

Hours of service coverage during the day that PPT services are delivered, 9, 12, or 24 hours. As noted by second set of numeral(s) in the SLA abbreviation, ex. 7 x 24 x 4, 24 hours.

## 3) Response Time

The period of time that begins when the initial call for service has been received and acknowledged by the PPT Contact Center. Service tickets are time stamped for such a determination. PPT will use commercially reasonable efforts to respond. The Customer may choose a Response Time outside of (slower than) the contracted Response Time based on its own business needs. Response time is noted by third set of Alpha/numeric(s) characters in the SLA abbreviation, ex. 7 x 24 x 4, 4 hours.

## 4) ParkView Hardware Monitoring

In the event of a predictive failure, the response time will be within a commercially reasonable effort to respond and notify the customer of the impending hardware issue. PPT will schedule a time to resolve the failure (still in a predictive state) at a mutually agreed upon day and time between the customer and PPT. In the event of an actual failure, PPT will respond within the contracted Response Time as outlined in the above section 3, Response Time.

Please note the Support Level for the contract incident will commence when PPT's personnel has completed triage and determined the fault is with the contracted equipment and not due to any external issue, i.e. Software.

## Transition to Support:

An Onsite and/or Virtual Audit may be held to discuss service delivery, discover any possible problems/risks, and formulate an appropriate plan. This Audit shall be upon mutual agreement between PPT and the Customer.

Work will be performed during the service level hours specified in the Schedule. Purchase of additional Services may be required, or travel expenses and time may be invoiced to you, if you require work completed outside the scope of this SOW.



# \_ACE .....

# Ramp Up Period:

Work under this SOW may require a ramp-up period at the initial stage of coverage for PPT to appropriately spare up at the local stocking facility. Such ramp-up period will be 30 days for equipment that is located in the US, Canada, or UK; or 45 days for equipment located in all other international locations. The ramp up period for certain international locations may be extended beyond 45 days due to governmental regulations or procedures that are beyond the control of PPT. All calls for service made during the Ramp Up Period will be on a reasonable effort only.

In the event that a break-fix incident requires firmware support services, PPT will provide reactive firmware support to bring an asset back to its pre-failure state. If an OEM firmware purchase, deployment, or installation is not part of a reactive break-fix event, it is not included under the scope of services. PPT will replace physical components and assets with hardware that contains matching- or latest-compatible firmware revisions to ensure full operability within the customer's environment.

PPT will implement change management as defined in the Exception Management section of this SOW. An executed contract addendum and/or Purchase Order for additional services will be required before the scope of this SOW is expanded.

Please refer to your Schedule (attached) for your scheduled support. US Phone: + 1 800-343-4654 EMEA & UK Customers: +44 (0) 8082 346735 Canadian Customers: +1 800-343-4654 APAC Customers: +1 800-343-4654 Latin America Customers: +1 800-343-4654 Customer Portal: <u>https://centralpark.parkplacetechnologies.com/login</u>

# **Customer Responsibilities:**

• The Customer is responsible for the security, backup, and reinstallation of their data at all times. PPT accepts no liability for loss of software or data due to hardware failure.

# Schedule For: State of West Virginia

Pricing valid for 30 days from this date: 22-Sep-21

• Provide PPT with the serial numbers for all equipment covered under this SOW, as amended from time to time. Lack of serial numbers may impact PPT's ability to timely respond to a request for service.

• Provide PPT with the necessary workspace and access to the equipment listed on the schedule.

• Identify and maintain a technical contact to whom PPT may direct general technical information.

• Client is responsible to inform PPT of solid state (SSD) and/or selfencrypting (SED) drives utilized in the configuration prior to quoting new, additions, or renewal maintenance agreements. PPT reserves the right to exclude SSD/SED drives from maintenance coverage unless they are identified prior to quoting.

# **Escalation Procedure:**

PPT recognizes that teamwork will be essential to resolving any escalating issues that arise during the course of this agreement. Therefore, PPT will work with you to develop and implement solutions to any problems encountered during the contract term. If PPT encounters any unusual circumstances that prevent normal service from being performed or service levels from being met, or experiences any dissatisfaction or complaints from you, PPT field personnel will immediately escalate the issue to the PPT Operations Manager by the most expedient means and processes available.

# **Change Management:**

Situations may arise that require the scope of the SOW to change. A change can be requested when one of the following elements of the SOW requires alteration: SLA, Equipment Removal, Equipment Addition, Equipment Location, or the Billing Cycle. As these situations arise, the Customer should contact their dedicated account executive to request a contract addendum. This addendum will define the requested changes and the date on which the change will take effect. Once the addendum is signed and accepted, should the change produce a billing impact, PPT will invoice Customer as mutually agreed.

This Statement of Work is based upon acceptance within 30 days of this date. Changes to components, service level, or quantities will require adjustments to the cost above. In that event, a revised SOW will be provided to you.



This SOW is made pursuant to the parties existing agreement in effect; if non-in effect, the SOW is pursuant to PPT GENERAL TERMS AND CONDITIONS. http://www.parkplacetechnologies.com/customer-service/terms-and-conditions

| Agreed:                |                        | Agreed:                     |                       |
|------------------------|------------------------|-----------------------------|-----------------------|
| State of West Virginia |                        | Park Place Technologies LLC |                       |
| Ву:                    | _ Authorized Signature | PPT:                        | _Authorized Signature |

Please return one signed copy of this Statement of Work to:

Park Place Technologies LLC 5910 Landerbrook Drive, Suite 300 Mayfield Heights, OH 44124 United States



Pricing valid for 30 days from this date: 22-Sep-21

| COMPANY: | State of West Virginia                  | CONTACT: | Gene Walters<br>3043525287              | TERM START:     | 15-Sep-21         | PPT REP:       | John Spiccia<br>jspiccia@parkplacetech.com |
|----------|---|----------|---|-----------------|-------------------|----------------|--|
|          |   |          | gene.p.walters@wv.gov                   | TERMS END:      | 14-Sep-25         |                |  |
| ADDRESS: | 10 Hale St Fl 3<br>Charleston, WV 25301 | BILL TO: | State of West Virginia                  | COVERAGE START: | 15-Sep-21         | CURRENCY:      | USD  |
|          | United States                           |          | 10 Hale St Fl 3<br>Charleston, WV 25301 | BILL FREQUENCY: | Full Term Prepaid | SCHEDULE TYPE: | Maintenance                                |
|          |   |          | United States                           | PAYMENT TERMS:  | Net 30            | AGREEMENT #:   |  |

٠

ASSET LOCATION #1: 1900 Kanawha Blvd E, Wv Capitol Complex, Charleston, WV 25305, United States

| LINE | OEM | DESCRIPTION  | SERIAL #    | SLA    | QTY | START     | END       | STATUS | TOTAL     |
|------|-----|--|-------------|--------|-----|-----------|-----------|--------|-----------|
| 1.1  | EMC | VMAX 20K Base-64GB w/Encryption                      | HK192606633 | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 91,658.40 |
| 1.2  | EMC | VMAX 20K Delta Infrast                               |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.3  | EMC | • 146GB 15K FC 4Gb/s 3.5in HDD                       |             | 7x24x4 | 52  | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.4  | EMC | • 300GB 15K FC 4Gb/s HDD VMAX 20K                    |             | 7x24x4 | 52  | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.5  | EMC | VMAX 20K Sb Dir Delta                                |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.6  | EMC | VMAX 20K Sb Standby Power Supply                     |             | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.7  | EMC | VMAX 20K 15 Slot Disk Array Enclosure                |             | 7x24x4 | 8   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.8  | EMC | • VMAX 20K 8Gb 4M FIC                                |             | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.9  | IBM | zSeries Enterprise BC12 Model H06                    | 68D77       | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 74,600.16 |
| 1.10 | IBM | • zSeries zBC12 Intergrated Facility for Linux (IFL) |             | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.11 | IBM | zSeries Enterprise zBC12 ZIIP                        |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.12 | IBM | • zSeries Enterprise zBC12 2-Way Processor S02       |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.13 | IBM | TS7720 Virtualization Engine (VTS) Model VEA         | 78H4077     | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 26,123.04 |
| 1.14 | IBM | TS7700 Cache Controller Model CS8                    |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 32,093.76 |

Park Place Technologies LLC Registration #: 34-1675040

5910 Landerbrook Drive, Suite 300 Mayfield Heights, OH 44124 United States Phone: 800.931.3366 Fax: 800.531.6303 http://www.parkplacetechnologies.com



Pricing valid for 30 days from this date: 22-Sep-21

SCHEDULE: 51/1/1-1 . .

ASSET LOCATION #1: 1900 Kanawha Blvd E, Wv Capitol Complex, Charleston, WV 25305, United States

| LINE       | OEM        | DESCRIPTION  | SERIAL #        | SLA              | QTY | START                  | END                    | STATUS     | TOTAL                 |
|------------|------------|--|-----------------|------------------|-----|------------------------|------------------------|------------|-----------------------|
| 1.15       | IBM        | • IBM 3952 Model F05 - Expansion Frame   |                 | 7x24x4           | 1   | 15-Sep-21              | 14-Sep-25              | New        | Included              |
| 1.16       | IBM        | TS7700 SATA Cache Module   |                 | 7x24x4           | 2   | 15-Sep-21              | 14-Sep-25              | New        | Included              |
| 1.17       | IBM        | FICON LongWave Attachment  |                 | 7x24x4           | 2   | 15-Sep-21              | 14-Sep-25              | New        | Included              |
| 1.18       | IBM        | GRID ENABLEMENT  |                 | 7x24x4           | 1   | 15-Sep-21              | 14-Sep-25              | New        | Included              |
| ASSE       | T LOCATIO  | N #2: 68 Richard D. Minnich Dr, Sutton, WV 26601   | , United States |                  |     |                        |                        |            |                       |
| LINE       | OEM        | DESCRIPTION  | SERIAL #        | SLA              | QTY | START                  | END                    | STATUS     | TOTAL                 |
| 2.1        | IBM        | TS3500 Model L23 Tape Library  | 78A4126         | 7x24x4           | 1   | 15-Sep-21              | 14-Sep-25              | New        | 15,125.76             |
| 2.2        | IBM        | TS1120 Model E05 Tape Drive  |                 | 7x24x4           | 6   | 15-Sep-21              | 14-Sep-25              | New        | Included              |
| 2.3        | IBM        | TS7740 Virtualization Engine (VTS) Model V06   | 78H4070         | 7x24x4           | 1   | 15-Sep-21              | 14-Sep-25              | New        | 22,387.20             |
|            |            |  |                 |                  |     |                        |                        |            |                       |
| 2.4        | IBM        | TS7740 Cache Controller Model CC8  |                 | 7x24x4           | 1   | 15-Sep-21              | 14-Sep-25              | New        | 28,459.68             |
| 2.4<br>2.5 | IBM<br>IBM | TS7740 Cache Controller Model CC8 <ul> <li>IBM 3952 Model F05 - Expansion Frame</li> </ul> |                 | 7x24x4<br>7x24x4 | 1   | -                      | 14-Sep-25<br>14-Sep-25 |            | 28,459.68<br>Included |
|            |            |  |                 |                  |     | 15-Sep-21              |                        | New        |                       |
| 2.5        | IBM        | • IBM 3952 Model F05 - Expansion Frame   |                 | 7x24x4           | 1   | 15-Sep-21<br>15-Sep-21 | 14-Sep-25              | New<br>New | Included              |

٠

•

Tax is not included in this quote, but will be listed on the invoice when applicable. If you are exempt, please provide an exemption certificate to avoid being charged sales tax.



# Service Description:

Park Place Technologies (PPT) shall provide support services, and service coordination for the maintenance, repair, and/or up to the replacement of equipment, if applicable, for the equipment listed on Schedule #517171-1

Park Place will identify the details relating to the Services in the Schedule for maintenance services, which can be found below. The Schedule will also identify locations at which the Services will be provided and the equipment serial number(s) that will receive maintenance service.

Fees will be invoiced according to the frequency listed on the Schedule. Fees that are invoiced more frequently than annually, will reflect changes that occurred during that period, and may not occur in equal amounts.

# What You Can Expect:

PPT will provide and bear both the cost of parts consumed through normal wear and tear, and the cost of labor required to maintain the equipment listed on the attached schedule or as changed by the Customer for the Term of this SOW. PPT shall include replacement parts as necessary to conform with the warranty provisions outlined below. Maintenance parts may be new or refurbished to perform as new. Failed parts containing proprietary data shall remain the Customer's property; all other failed parts shall become Park Place property upon exchange.

In addition to the contracted level of support as listed below and in the Schedule, PPT offers all our customers access to the PPT Contact Center Help Desk, 24 hours a day, 7 days a week, 365 days a year for the purpose of:

- · General phone support for the covered hardware
- General phone support for the covered operating system
- Opening of a support incident
- Call status reports

# Levels of Support

## 1) Coverage Window (Days)

Days of service coverage in a week in which the PPT services are delivered, five days (Monday - Friday), or seven days (Sunday - Saturday). As noted by

# Schedule For: State of West Virginia

Pricing valid for 30 days from this date: 22-Sep-21

first numeral in the SLA abbreviation, ex. 7 x 24 x 4, seven days

## 2) Coverage Window (Hours)

Hours of service coverage during the day that PPT services are delivered, 9, 12, or 24 hours. As noted by second set of numeral(s) in the SLA abbreviation, ex. 7 x 24 x 4, 24 hours.

## 3) Response Time

The period of time that begins when the initial call for service has been received and acknowledged by the PPT Contact Center. Service tickets are time stamped for such a determination. PPT will use commercially reasonable efforts to respond. The Customer may choose a Response Time outside of (slower than) the contracted Response Time based on its own business needs. Response time is noted by third set of Alpha/numeric(s) characters in the SLA abbreviation, ex. 7 x 24 x 4, 4 hours.

## 4) ParkView Hardware Monitoring

In the event of a predictive failure, the response time will be within a commercially reasonable effort to respond and notify the customer of the impending hardware issue. PPT will schedule a time to resolve the failure (still in a predictive state) at a mutually agreed upon day and time between the customer and PPT. In the event of an actual failure, PPT will respond within the contracted Response Time as outlined in the above section 3, Response Time.

Please note the Support Level for the contract incident will commence when PPT's personnel has completed triage and determined the fault is with the contracted equipment and not due to any external issue, i.e. Software.

## Transition to Support:

An Onsite and/or Virtual Audit may be held to discuss service delivery, discover any possible problems/risks, and formulate an appropriate plan. This Audit shall be upon mutual agreement between PPT and the Customer.

Work will be performed during the service level hours specified in the Schedule. Purchase of additional Services may be required, or travel expenses and time may be invoiced to you, if you require work completed outside the scope of this SOW.



# \_ACE .....

# Ramp Up Period:

Work under this SOW may require a ramp-up period at the initial stage of coverage for PPT to appropriately spare up at the local stocking facility. Such ramp-up period will be 30 days for equipment that is located in the US, Canada, or UK; or 45 days for equipment located in all other international locations. The ramp up period for certain international locations may be extended beyond 45 days due to governmental regulations or procedures that are beyond the control of PPT. All calls for service made during the Ramp Up Period will be on a reasonable effort only.

In the event that a break-fix incident requires firmware support services, PPT will provide reactive firmware support to bring an asset back to its pre-failure state. If an OEM firmware purchase, deployment, or installation is not part of a reactive break-fix event, it is not included under the scope of services. PPT will replace physical components and assets with hardware that contains matching- or latest-compatible firmware revisions to ensure full operability within the customer's environment.

PPT will implement change management as defined in the Exception Management section of this SOW. An executed contract addendum and/or Purchase Order for additional services will be required before the scope of this SOW is expanded.

Please refer to your Schedule (attached) for your scheduled support. US Phone: + 1 800-343-4654 EMEA & UK Customers: +44 (0) 8082 346735 Canadian Customers: +1 800-343-4654 APAC Customers: +1 800-343-4654 Latin America Customers: +1 800-343-4654 Customer Portal: <u>https://centralpark.parkplacetechnologies.com/login</u>

# **Customer Responsibilities:**

• The Customer is responsible for the security, backup, and reinstallation of their data at all times. PPT accepts no liability for loss of software or data due to hardware failure.

# Schedule For: State of West Virginia

Pricing valid for 30 days from this date: 22-Sep-21

• Provide PPT with the serial numbers for all equipment covered under this SOW, as amended from time to time. Lack of serial numbers may impact PPT's ability to timely respond to a request for service.

• Provide PPT with the necessary workspace and access to the equipment listed on the schedule.

• Identify and maintain a technical contact to whom PPT may direct general technical information.

• Client is responsible to inform PPT of solid state (SSD) and/or selfencrypting (SED) drives utilized in the configuration prior to quoting new, additions, or renewal maintenance agreements. PPT reserves the right to exclude SSD/SED drives from maintenance coverage unless they are identified prior to quoting.

# **Escalation Procedure:**

PPT recognizes that teamwork will be essential to resolving any escalating issues that arise during the course of this agreement. Therefore, PPT will work with you to develop and implement solutions to any problems encountered during the contract term. If PPT encounters any unusual circumstances that prevent normal service from being performed or service levels from being met, or experiences any dissatisfaction or complaints from you, PPT field personnel will immediately escalate the issue to the PPT Operations Manager by the most expedient means and processes available.

# **Change Management:**

Situations may arise that require the scope of the SOW to change. A change can be requested when one of the following elements of the SOW requires alteration: SLA, Equipment Removal, Equipment Addition, Equipment Location, or the Billing Cycle. As these situations arise, the Customer should contact their dedicated account executive to request a contract addendum. This addendum will define the requested changes and the date on which the change will take effect. Once the addendum is signed and accepted, should the change produce a billing impact, PPT will invoice Customer as mutually agreed.

This Statement of Work is based upon acceptance within 30 days of this date. Changes to components, service level, or quantities will require adjustments to the cost above. In that event, a revised SOW will be provided to you.



This SOW is made pursuant to the parties existing agreement in effect; if non-in effect, the SOW is pursuant to PPT GENERAL TERMS AND CONDITIONS. http://www.parkplacetechnologies.com/customer-service/terms-and-conditions

| Agreed:                |                        | Agreed:                     |                       |
|------------------------|------------------------|-----------------------------|-----------------------|
| State of West Virginia |                        | Park Place Technologies LLC |                       |
| Ву:                    | _ Authorized Signature | PPT:                        | _Authorized Signature |

Please return one signed copy of this Statement of Work to:

Park Place Technologies LLC 5910 Landerbrook Drive, Suite 300 Mayfield Heights, OH 44124 United States



Pricing valid for 30 days from this date: 22-Sep-21

| COMPANY: | State of West Virginia                  | CONTACT: | Gene Walters<br>3043525287              | TERM START:     | 15-Sep-21         | PPT REP:       | John Spiccia<br>jspiccia@parkplacetech.com |
|----------|---|----------|---|-----------------|-------------------|----------------|--|
|          |   |          | gene.p.walters@wv.gov                   | TERMS END:      | 14-Sep-25         |                |  |
| ADDRESS: | 10 Hale St Fl 3<br>Charleston, WV 25301 | BILL TO: | State of West Virginia                  | COVERAGE START: | 15-Sep-21         | CURRENCY:      | USD  |
|          | United States                           |          | 10 Hale St Fl 3<br>Charleston, WV 25301 | BILL FREQUENCY: | Full Term Prepaid | SCHEDULE TYPE: | Maintenance                                |
|          |   |          | United States                           | PAYMENT TERMS:  | Net 30            | AGREEMENT #:   |  |

٠

ASSET LOCATION #1: 1900 Kanawha Blvd E, Wv Capitol Complex, Charleston, WV 25305, United States

| LINE | OEM | DESCRIPTION  | SERIAL #    | SLA    | QTY | START     | END       | STATUS | TOTAL     |
|------|-----|--|-------------|--------|-----|-----------|-----------|--------|-----------|
| 1.1  | EMC | VMAX 20K Base-64GB w/Encryption                      | HK192606633 | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 91,658.40 |
| 1.2  | EMC | VMAX 20K Delta Infrast                               |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.3  | EMC | • 146GB 15K FC 4Gb/s 3.5in HDD                       |             | 7x24x4 | 52  | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.4  | EMC | • 300GB 15K FC 4Gb/s HDD VMAX 20K                    |             | 7x24x4 | 52  | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.5  | EMC | VMAX 20K Sb Dir Delta                                |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.6  | EMC | VMAX 20K Sb Standby Power Supply                     |             | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.7  | EMC | VMAX 20K 15 Slot Disk Array Enclosure                |             | 7x24x4 | 8   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.8  | EMC | • VMAX 20K 8Gb 4M FIC                                |             | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.9  | IBM | zSeries Enterprise BC12 Model H06                    | 68D77       | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 74,600.16 |
| 1.10 | IBM | • zSeries zBC12 Intergrated Facility for Linux (IFL) |             | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.11 | IBM | zSeries Enterprise zBC12 ZIIP                        |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.12 | IBM | • zSeries Enterprise zBC12 2-Way Processor S02       |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.13 | IBM | TS7720 Virtualization Engine (VTS) Model VEA         | 78H4077     | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 26,123.04 |
| 1.14 | IBM | TS7700 Cache Controller Model CS8                    |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 32,093.76 |

Park Place Technologies LLC Registration #: 34-1675040

5910 Landerbrook Drive, Suite 300 Mayfield Heights, OH 44124 United States Phone: 800.931.3366 Fax: 800.531.6303 http://www.parkplacetechnologies.com



Pricing valid for 30 days from this date: 22-Sep-21

ASSET LOCATION #1: 1900 Kanawha Blvd E, Wv Capitol Complex, Charleston, WV 25305, United States

| LINE       | OEM       | DESCRIPTION                                     | SERIAL #         | SLA    | QTY | START     | END       | STATUS | TOTAL     |
|------------|-----------|---|------------------|--------|-----|-----------|-----------|--------|-----------|
| 1.15       | IBM       | • IBM 3952 Model F05 - Expansion Frame          |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.16       | IBM       | TS7700 SATA Cache Module                        |                  | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.17       | IBM       | FICON LongWave Attachment                       |                  | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.18       | IBM       | • GRID ENABLEMENT                               |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| ASSE       | T LOCATIO | N #2: 68 Richard D. Minnich Dr, Sutton, WV 2660 | I, United States |        |     |           |           |        |           |
| LINE       | OEM       | DESCRIPTION                                     | SERIAL #         | SLA    | QTY | START     | END       | STATUS | TOTAL     |
| 2.1        | IBM       | TS3500 Model L23 Tape Library                   | 78A4126          | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 15,125.76 |
| 2.2        | IBM       | TS1120 Model E05 Tape Drive                     |                  | 7x24x4 | 6   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 2.3        | IBM       | TS7740 Virtualization Engine (VTS) Model V06    | 78H4070          | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 22,387.20 |
| 2.4        | IBM       | TS7740 Cache Controller Model CC8               |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 28,459.68 |
|            | IBM       | • IBM 3952 Model F05 - Expansion Frame          |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 2.5        |           | FICON LongWave Attachment                       |                  | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 2.5<br>2.6 | IBM       | • FICON Longwave Attachment                     |                  |        |     |           |           |        |           |
|            | IBM       | • GRID ENABLEMENT                               |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |

٠

•

Tax is not included in this quote, but will be listed on the invoice when applicable. If you are exempt, please provide an exemption certificate to avoid being charged sales tax.



# Service Description:

Park Place Technologies (PPT) shall provide support services, and service coordination for the maintenance, repair, and/or up to the replacement of equipment, if applicable, for the equipment listed on Schedule #517171-1

Park Place will identify the details relating to the Services in the Schedule for maintenance services, which can be found below. The Schedule will also identify locations at which the Services will be provided and the equipment serial number(s) that will receive maintenance service.

Fees will be invoiced according to the frequency listed on the Schedule. Fees that are invoiced more frequently than annually, will reflect changes that occurred during that period, and may not occur in equal amounts.

# What You Can Expect:

PPT will provide and bear both the cost of parts consumed through normal wear and tear, and the cost of labor required to maintain the equipment listed on the attached schedule or as changed by the Customer for the Term of this SOW. PPT shall include replacement parts as necessary to conform with the warranty provisions outlined below. Maintenance parts may be new or refurbished to perform as new. Failed parts containing proprietary data shall remain the Customer's property; all other failed parts shall become Park Place property upon exchange.

In addition to the contracted level of support as listed below and in the Schedule, PPT offers all our customers access to the PPT Contact Center Help Desk, 24 hours a day, 7 days a week, 365 days a year for the purpose of:

- · General phone support for the covered hardware
- General phone support for the covered operating system
- Opening of a support incident
- Call status reports

# Levels of Support

## 1) Coverage Window (Days)

Days of service coverage in a week in which the PPT services are delivered, five days (Monday - Friday), or seven days (Sunday - Saturday). As noted by

# Schedule For: State of West Virginia

Pricing valid for 30 days from this date: 22-Sep-21

first numeral in the SLA abbreviation, ex. 7 x 24 x 4, seven days

## 2) Coverage Window (Hours)

Hours of service coverage during the day that PPT services are delivered, 9, 12, or 24 hours. As noted by second set of numeral(s) in the SLA abbreviation, ex. 7 x 24 x 4, 24 hours.

## 3) Response Time

The period of time that begins when the initial call for service has been received and acknowledged by the PPT Contact Center. Service tickets are time stamped for such a determination. PPT will use commercially reasonable efforts to respond. The Customer may choose a Response Time outside of (slower than) the contracted Response Time based on its own business needs. Response time is noted by third set of Alpha/numeric(s) characters in the SLA abbreviation, ex. 7 x 24 x 4, 4 hours.

## 4) ParkView Hardware Monitoring

In the event of a predictive failure, the response time will be within a commercially reasonable effort to respond and notify the customer of the impending hardware issue. PPT will schedule a time to resolve the failure (still in a predictive state) at a mutually agreed upon day and time between the customer and PPT. In the event of an actual failure, PPT will respond within the contracted Response Time as outlined in the above section 3, Response Time.

Please note the Support Level for the contract incident will commence when PPT's personnel has completed triage and determined the fault is with the contracted equipment and not due to any external issue, i.e. Software.

## Transition to Support:

An Onsite and/or Virtual Audit may be held to discuss service delivery, discover any possible problems/risks, and formulate an appropriate plan. This Audit shall be upon mutual agreement between PPT and the Customer.

Work will be performed during the service level hours specified in the Schedule. Purchase of additional Services may be required, or travel expenses and time may be invoiced to you, if you require work completed outside the scope of this SOW.



# \_ACE .....

# Ramp Up Period:

Work under this SOW may require a ramp-up period at the initial stage of coverage for PPT to appropriately spare up at the local stocking facility. Such ramp-up period will be 30 days for equipment that is located in the US, Canada, or UK; or 45 days for equipment located in all other international locations. The ramp up period for certain international locations may be extended beyond 45 days due to governmental regulations or procedures that are beyond the control of PPT. All calls for service made during the Ramp Up Period will be on a reasonable effort only.

In the event that a break-fix incident requires firmware support services, PPT will provide reactive firmware support to bring an asset back to its pre-failure state. If an OEM firmware purchase, deployment, or installation is not part of a reactive break-fix event, it is not included under the scope of services. PPT will replace physical components and assets with hardware that contains matching- or latest-compatible firmware revisions to ensure full operability within the customer's environment.

PPT will implement change management as defined in the Exception Management section of this SOW. An executed contract addendum and/or Purchase Order for additional services will be required before the scope of this SOW is expanded.

Please refer to your Schedule (attached) for your scheduled support. US Phone: + 1 800-343-4654 EMEA & UK Customers: +44 (0) 8082 346735 Canadian Customers: +1 800-343-4654 APAC Customers: +1 800-343-4654 Latin America Customers: +1 800-343-4654 Customer Portal: <u>https://centralpark.parkplacetechnologies.com/login</u>

# **Customer Responsibilities:**

• The Customer is responsible for the security, backup, and reinstallation of their data at all times. PPT accepts no liability for loss of software or data due to hardware failure.

# Schedule For: State of West Virginia

Pricing valid for 30 days from this date: 22-Sep-21

• Provide PPT with the serial numbers for all equipment covered under this SOW, as amended from time to time. Lack of serial numbers may impact PPT's ability to timely respond to a request for service.

• Provide PPT with the necessary workspace and access to the equipment listed on the schedule.

• Identify and maintain a technical contact to whom PPT may direct general technical information.

• Client is responsible to inform PPT of solid state (SSD) and/or selfencrypting (SED) drives utilized in the configuration prior to quoting new, additions, or renewal maintenance agreements. PPT reserves the right to exclude SSD/SED drives from maintenance coverage unless they are identified prior to quoting.

# **Escalation Procedure:**

PPT recognizes that teamwork will be essential to resolving any escalating issues that arise during the course of this agreement. Therefore, PPT will work with you to develop and implement solutions to any problems encountered during the contract term. If PPT encounters any unusual circumstances that prevent normal service from being performed or service levels from being met, or experiences any dissatisfaction or complaints from you, PPT field personnel will immediately escalate the issue to the PPT Operations Manager by the most expedient means and processes available.

# **Change Management:**

Situations may arise that require the scope of the SOW to change. A change can be requested when one of the following elements of the SOW requires alteration: SLA, Equipment Removal, Equipment Addition, Equipment Location, or the Billing Cycle. As these situations arise, the Customer should contact their dedicated account executive to request a contract addendum. This addendum will define the requested changes and the date on which the change will take effect. Once the addendum is signed and accepted, should the change produce a billing impact, PPT will invoice Customer as mutually agreed.

This Statement of Work is based upon acceptance within 30 days of this date. Changes to components, service level, or quantities will require adjustments to the cost above. In that event, a revised SOW will be provided to you.



This SOW is made pursuant to the parties existing agreement in effect; if non-in effect, the SOW is pursuant to PPT GENERAL TERMS AND CONDITIONS. http://www.parkplacetechnologies.com/customer-service/terms-and-conditions

| Agreed:                |                        | Agreed:                     |                       |
|------------------------|------------------------|-----------------------------|-----------------------|
| State of West Virginia |                        | Park Place Technologies LLC |                       |
| Ву:                    | _ Authorized Signature | PPT:                        | _Authorized Signature |

Please return one signed copy of this Statement of Work to:

Park Place Technologies LLC 5910 Landerbrook Drive, Suite 300 Mayfield Heights, OH 44124 United States



Pricing valid for 30 days from this date: 22-Sep-21

| COMPANY: | State of West Virginia                  | CONTACT: | Gene Walters<br>3043525287              | TERM START:     | 15-Sep-21         | PPT REP:       | John Spiccia<br>jspiccia@parkplacetech.com |
|----------|---|----------|---|-----------------|-------------------|----------------|--|
|          |   |          | gene.p.walters@wv.gov                   | TERMS END:      | 14-Sep-25         |                |  |
| ADDRESS: | 10 Hale St Fl 3<br>Charleston, WV 25301 | BILL TO: | State of West Virginia                  | COVERAGE START: | 15-Sep-21         | CURRENCY:      | USD  |
|          | United States                           |          | 10 Hale St Fl 3<br>Charleston, WV 25301 | BILL FREQUENCY: | Full Term Prepaid | SCHEDULE TYPE: | Maintenance                                |
|          |   |          | United States                           | PAYMENT TERMS:  | Net 30            | AGREEMENT #:   |  |

٠

ASSET LOCATION #1: 1900 Kanawha Blvd E, Wv Capitol Complex, Charleston, WV 25305, United States

| LINE | OEM | DESCRIPTION  | SERIAL #    | SLA    | QTY | START     | END       | STATUS | TOTAL     |
|------|-----|--|-------------|--------|-----|-----------|-----------|--------|-----------|
| 1.1  | EMC | VMAX 20K Base-64GB w/Encryption                      | HK192606633 | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 91,658.40 |
| 1.2  | EMC | VMAX 20K Delta Infrast                               |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.3  | EMC | • 146GB 15K FC 4Gb/s 3.5in HDD                       |             | 7x24x4 | 52  | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.4  | EMC | • 300GB 15K FC 4Gb/s HDD VMAX 20K                    |             | 7x24x4 | 52  | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.5  | EMC | VMAX 20K Sb Dir Delta                                |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.6  | EMC | VMAX 20K Sb Standby Power Supply                     |             | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.7  | EMC | VMAX 20K 15 Slot Disk Array Enclosure                |             | 7x24x4 | 8   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.8  | EMC | • VMAX 20K 8Gb 4M FIC                                |             | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.9  | IBM | zSeries Enterprise BC12 Model H06                    | 68D77       | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 74,600.16 |
| 1.10 | IBM | • zSeries zBC12 Intergrated Facility for Linux (IFL) |             | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.11 | IBM | zSeries Enterprise zBC12 ZIIP                        |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.12 | IBM | • zSeries Enterprise zBC12 2-Way Processor S02       |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included  |
| 1.13 | IBM | TS7720 Virtualization Engine (VTS) Model VEA         | 78H4077     | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 26,123.04 |
| 1.14 | IBM | TS7700 Cache Controller Model CS8                    |             | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 32,093.76 |

Park Place Technologies LLC Registration #: 34-1675040

5910 Landerbrook Drive, Suite 300 Mayfield Heights, OH 44124 United States Phone: 800.931.3366 Fax: 800.531.6303 http://www.parkplacetechnologies.com



Pricing valid for 30 days from this date: 22-Sep-21

ASSET LOCATION #1: 1900 Kanawha Blvd E, Wv Capitol Complex, Charleston, WV 25305, United States

| LINE | OEM | DESCRIPTION  | SERIAL #         | SLA    | QTY | START     | END       | STATUS | TOTAL                   |
|------|-----|--|------------------|--------|-----|-----------|-----------|--------|-------------------------|
| 1.15 | IBM | • IBM 3952 Model F05 - Expansion Frame                               |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included                |
| 1.16 | IBM | TS7700 SATA Cache Module   |                  | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included                |
| 1.17 | IBM | FICON LongWave Attachment  |                  | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included                |
| 1.18 | IBM | GRID ENABLEMENT  |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included                |
| ASSE |     | <b>DN #2:</b> 68 Richard D. Minnich Dr, Sutton, WV 2660 <sup>-</sup> | 1, United States |        |     |           |           |        |                         |
| LINE | OEM | DESCRIPTION  | SERIAL #         | SLA    | QTY | START     | END       | STATUS | TOTAL                   |
| 2.1  | IBM | TS3500 Model L23 Tape Library  | 78A4126          | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 15,125.76               |
| 2.2  | IBM | TS1120 Model E05 Tape Drive  |                  | 7x24x4 | 6   | 15-Sep-21 | 14-Sep-25 | New    | Included                |
| 2.3  | IBM | TS7740 Virtualization Engine (VTS) Model V06                         | 78H4070          | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 22,387.20               |
| 2.4  | IBM | TS7740 Cache Controller Model CC8                                    |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | 28,459.68               |
| 2.5  | IBM | • IBM 3952 Model F05 - Expansion Frame                               |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included                |
| 2.6  | IBM | FICON LongWave Attachment  |                  | 7x24x4 | 2   | 15-Sep-21 | 14-Sep-25 | New    | Included                |
| 2.7  | IBM | GRID ENABLEMENT  |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included                |
| 2.8  | IBM | Dual Port FC HBA   |                  | 7x24x4 | 1   | 15-Sep-21 | 14-Sep-25 | New    | Included                |
|      |     | ce \$217,836.00* 24 month price \$145<br>ce \$72,612.00*             | ,224.00*         |        |     | GRAND     | TOTAL:    | 29     | 9 <mark>0,448.00</mark> |

. .

. .

Tax is not included in this quote, but will be listed on the invoice when applicable. If you are exempt, please provide an exemption certificate to avoid being charged sales tax.



# Service Description:

Park Place Technologies (PPT) shall provide support services, and service coordination for the maintenance, repair, and/or up to the replacement of equipment, if applicable, for the equipment listed on Schedule #517171-1

Park Place will identify the details relating to the Services in the Schedule for maintenance services, which can be found below. The Schedule will also identify locations at which the Services will be provided and the equipment serial number(s) that will receive maintenance service.

Fees will be invoiced according to the frequency listed on the Schedule. Fees that are invoiced more frequently than annually, will reflect changes that occurred during that period, and may not occur in equal amounts.

# What You Can Expect:

PPT will provide and bear both the cost of parts consumed through normal wear and tear, and the cost of labor required to maintain the equipment listed on the attached schedule or as changed by the Customer for the Term of this SOW. PPT shall include replacement parts as necessary to conform with the warranty provisions outlined below. Maintenance parts may be new or refurbished to perform as new. Failed parts containing proprietary data shall remain the Customer's property; all other failed parts shall become Park Place property upon exchange.

In addition to the contracted level of support as listed below and in the Schedule, PPT offers all our customers access to the PPT Contact Center Help Desk, 24 hours a day, 7 days a week, 365 days a year for the purpose of:

- · General phone support for the covered hardware
- General phone support for the covered operating system
- Opening of a support incident
- Call status reports

# Levels of Support

## 1) Coverage Window (Days)

Days of service coverage in a week in which the PPT services are delivered, five days (Monday - Friday), or seven days (Sunday - Saturday). As noted by

# Schedule For: State of West Virginia

Pricing valid for 30 days from this date: 22-Sep-21

first numeral in the SLA abbreviation, ex. 7 x 24 x 4, seven days

## 2) Coverage Window (Hours)

Hours of service coverage during the day that PPT services are delivered, 9, 12, or 24 hours. As noted by second set of numeral(s) in the SLA abbreviation, ex. 7 x 24 x 4, 24 hours.

## 3) Response Time

The period of time that begins when the initial call for service has been received and acknowledged by the PPT Contact Center. Service tickets are time stamped for such a determination. PPT will use commercially reasonable efforts to respond. The Customer may choose a Response Time outside of (slower than) the contracted Response Time based on its own business needs. Response time is noted by third set of Alpha/numeric(s) characters in the SLA abbreviation, ex. 7 x 24 x 4, 4 hours.

## 4) ParkView Hardware Monitoring

In the event of a predictive failure, the response time will be within a commercially reasonable effort to respond and notify the customer of the impending hardware issue. PPT will schedule a time to resolve the failure (still in a predictive state) at a mutually agreed upon day and time between the customer and PPT. In the event of an actual failure, PPT will respond within the contracted Response Time as outlined in the above section 3, Response Time.

Please note the Support Level for the contract incident will commence when PPT's personnel has completed triage and determined the fault is with the contracted equipment and not due to any external issue, i.e. Software.

## Transition to Support:

An Onsite and/or Virtual Audit may be held to discuss service delivery, discover any possible problems/risks, and formulate an appropriate plan. This Audit shall be upon mutual agreement between PPT and the Customer.

Work will be performed during the service level hours specified in the Schedule. Purchase of additional Services may be required, or travel expenses and time may be invoiced to you, if you require work completed outside the scope of this SOW.



# \_ACE .....

# Ramp Up Period:

Work under this SOW may require a ramp-up period at the initial stage of coverage for PPT to appropriately spare up at the local stocking facility. Such ramp-up period will be 30 days for equipment that is located in the US, Canada, or UK; or 45 days for equipment located in all other international locations. The ramp up period for certain international locations may be extended beyond 45 days due to governmental regulations or procedures that are beyond the control of PPT. All calls for service made during the Ramp Up Period will be on a reasonable effort only.

In the event that a break-fix incident requires firmware support services, PPT will provide reactive firmware support to bring an asset back to its pre-failure state. If an OEM firmware purchase, deployment, or installation is not part of a reactive break-fix event, it is not included under the scope of services. PPT will replace physical components and assets with hardware that contains matching- or latest-compatible firmware revisions to ensure full operability within the customer's environment.

PPT will implement change management as defined in the Exception Management section of this SOW. An executed contract addendum and/or Purchase Order for additional services will be required before the scope of this SOW is expanded.

Please refer to your Schedule (attached) for your scheduled support. US Phone: + 1 800-343-4654 EMEA & UK Customers: +44 (0) 8082 346735 Canadian Customers: +1 800-343-4654 APAC Customers: +1 800-343-4654 Latin America Customers: +1 800-343-4654 Customer Portal: <u>https://centralpark.parkplacetechnologies.com/login</u>

# **Customer Responsibilities:**

• The Customer is responsible for the security, backup, and reinstallation of their data at all times. PPT accepts no liability for loss of software or data due to hardware failure.

# Schedule For: State of West Virginia

Pricing valid for 30 days from this date: 22-Sep-21

• Provide PPT with the serial numbers for all equipment covered under this SOW, as amended from time to time. Lack of serial numbers may impact PPT's ability to timely respond to a request for service.

• Provide PPT with the necessary workspace and access to the equipment listed on the schedule.

• Identify and maintain a technical contact to whom PPT may direct general technical information.

• Client is responsible to inform PPT of solid state (SSD) and/or selfencrypting (SED) drives utilized in the configuration prior to quoting new, additions, or renewal maintenance agreements. PPT reserves the right to exclude SSD/SED drives from maintenance coverage unless they are identified prior to quoting.

# **Escalation Procedure:**

PPT recognizes that teamwork will be essential to resolving any escalating issues that arise during the course of this agreement. Therefore, PPT will work with you to develop and implement solutions to any problems encountered during the contract term. If PPT encounters any unusual circumstances that prevent normal service from being performed or service levels from being met, or experiences any dissatisfaction or complaints from you, PPT field personnel will immediately escalate the issue to the PPT Operations Manager by the most expedient means and processes available.

# **Change Management:**

Situations may arise that require the scope of the SOW to change. A change can be requested when one of the following elements of the SOW requires alteration: SLA, Equipment Removal, Equipment Addition, Equipment Location, or the Billing Cycle. As these situations arise, the Customer should contact their dedicated account executive to request a contract addendum. This addendum will define the requested changes and the date on which the change will take effect. Once the addendum is signed and accepted, should the change produce a billing impact, PPT will invoice Customer as mutually agreed.

This Statement of Work is based upon acceptance within 30 days of this date. Changes to components, service level, or quantities will require adjustments to the cost above. In that event, a revised SOW will be provided to you.



This SOW is made pursuant to the parties existing agreement in effect; if non-in effect, the SOW is pursuant to PPT GENERAL TERMS AND CONDITIONS. http://www.parkplacetechnologies.com/customer-service/terms-and-conditions

| Agreed:                |                       | Agreed:                     |                       |  |  |  |
|------------------------|-----------------------|-----------------------------|-----------------------|--|--|--|
| State of West Virginia |                       | Park Place Technologies LLC |                       |  |  |  |
| Ву:                    | _Authorized Signature | PPT:                        | _Authorized Signature |  |  |  |

Please return one signed copy of this Statement of Work to:

Park Place Technologies LLC 5910 Landerbrook Drive, Suite 300 Mayfield Heights, OH 44124 United States