

**CONTRACT
FOR
MAINFRAME STORAGE HARDWARE AND RELATED SERVICES
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
CIMA SOLUTIONS GROUP, LLC**

This Contract for Mainframe Storage Hardware and Related Services (“Contract”) is entered into by and between the Texas Comptroller of Public Accounts (“CPA”), an agency of the State of Texas, with offices located at 111 East 17th Street, Austin, Texas 78774, and Cima Solutions Group, LLC (“Contractor”), with offices located at 608 E. Hickory Street, Suite 128, Denton, TX 76205.

I. Recitals

Whereas, on August 25, 2023, CPA issued Price Request No. 24-1419KW (“CPA’s PR”);

Whereas, Contractor submitted an Offer dated September 15, 2023 in response to CPA’s PR;

Whereas, Contractor submitted revised pricing to CPA dated October 19, 2023;

Whereas, the parties desire to memorialize the negotiated terms and conditions of the agreement and to specify the order of priority of the contract documents.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

II. Services and Performance

2.1 Contractor shall provide to CPA all of the services and other deliverables (“Services”) as described in and in the manner required by all of the following documents as requested by CPA:

- This Contract (without Attachments).
- Attachment A: Price Sheet;
- Attachment B: Scope of Work (“SOW”);
- Attachment C: CPA’s PR;
- Attachment D: Contractor’s Offer dated September 15, 2023 and Contractor’s revised pricing submitted to CPA dated October 19, 2023 (collectively referred to as (“Contractor’s Offer”));
- Attachment E: DIR Contract No. DIR-TSO-3996; and
- Attachment F: Additional Leasing Documents.

All of the above documents are attached to and incorporated as part of this Contract for all purposes.

2.2 In the case of conflicts between this Contract (without Attachments) and any of the Attachments, the following shall control in the following order of priority:

1. This Contract (without Attachments).
2. Attachment B: SOW.
3. Attachment A: Price Sheet.
4. Attachment F: Additional Leasing Documents.
5. Attachment C: CPA’s PR.
6. Attachment E: DIR Contract No. DIR-TSO-3996.
7. Attachment D: Contractor’s Offer.

- 2.3 All capitalized terms not otherwise defined in this Contract shall have the meanings set forth in Attachment C (CPA's PR), as applicable.
- 2.4 Contractor has identified the Hardware specified in Attachment F (Additional Leasing Documents) of this Contract to meet CPA's requirements for Mainframe Storage described in Attachment C (CPA's PR) of this Contract. Attachment F (Additional Leasing Documents) of this Contract shall govern the lease of Hardware to CPA.
- 2.5 Contractor shall provide installation and implementation and related services, data migration services, and training services as specified in Attachment B (SOW) of this Contract.
- 2.6 Contractor represents and warrants that it has the requisite qualifications, experience, personnel, and other resources to provide all of the required Services to CPA in the manner required by this Contract.
- 2.7 Contractor understands that this Contract is not exclusive, and that CPA may issue additional solicitations and award additional contracts for the Services at any time. CPA makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products or services will be procured through this Contract.
- 2.8 Contractor will not provide the following Services under this Contract:
 - (1) Hardware for Mainframe Systems Storage (refer to Section I, Part D.1 of Attachment C of this Contract);
 - (2) Licensed Software (refer to Section I, Part D.7 of Attachment C of this Contract);
 - (3) Full Service Maintenance Services (refer to Section I, Part D.6 of Attachment C of this Contract); and
 - (4) Media Sanitization and Hardware Retention Services (refer to Section I, Part D.14 of Attachment C of this Contract).

III. Personnel

- 3.1 Contractor shall act as an independent contractor in providing services under this Contract. Contractor's employees shall not be construed as employees of CPA in providing Services under this Contract.
- 3.2 Contractor shall assign only qualified personnel to this Contract. Contractor shall be solely responsible to CPA for all performances of Contractor's subcontractors, suppliers, business partners and service providers. CPA shall look solely to Contractor for performance of this Contract. Contractor shall be liable for the performance of all obligations under this Contract, and shall not be relieved of the non-performance of any subcontractor.
- 3.3 Should Contractor designate a subcontractor, supplier, business partner or other service provider to perform any of the Services under this Contract, Contractor expressly understands and acknowledges that in entering into such contract(s) or subcontract(s), CPA is in no manner liable to any service provider of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the Services rendered under all subcontracts or contracts are rendered in compliance with this Contract.

IV. Terms and Conditions

All terms and conditions of Attachment C (CPA's PR) of this Contract shall control. Any exceptions made by Contractor in Attachment D (Contractor's Offer) that are not specifically addressed in this Contract are hereby rejected by CPA.

V. Contract Amounts; Payments

- 5.1 Payment shall be made in accordance with Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Payments to Contractor under this Contractor will not exceed the rates and will be in accordance with the Price Sheet set forth in Attachment A to this Contract.
- 5.2 Prior to authorizing any invoices for payment under this Contract, CPA shall evaluate Contractor's performance against the requirements of this Contract.

- 5.3 CPA shall not pay any amounts for any purpose to Contractor or any other entity, except as expressly provided for in this Contract. CPA reserves the right to make payments only upon receipt of a correct invoice, including all of the required supporting documentation. CPA may, in its reasonable discretion, require additional documentation to support payment and Contractor shall respond to any such requests within five (5) days of receipt. CPA also reserves the right to refuse payments for invoices that exceed the rates specified in Attachment A (Price Sheet) of this Contract. CPA may, in its sole discretion, process payments on a monthly basis.
- 5.4 CPA will not reimburse for travel, meals, lodging or other related expenses unless specifically provided for in this Contract. CPA shall only be liable for reimbursement of actual expenses. CPA shall not be liable for reimbursement of expenses that (1) were not pre-approved in writing by CPA or (2) exceed the current State of Texas Travel Regulations applicable to state employees.
- 5.5 CPA's payments for authorized Services under this Contract shall be payable solely to Contractor. Contractor shall be solely responsible for all payments to its subcontractors, service providers, suppliers, business partners, financing companies and similar entities.
- 5.6 Contractor will promptly refund within thirty (30) calendar days any funds erroneously paid by CPA which are not expressly authorized under this Contract.
- 5.7 Purchases made for State use of exempt from State Sales Tax and Federal Excise Tax. Contractor must not include taxes in its invoices. CPA will furnish Tax Exemption Certificates upon request.
- 5.8 Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

VI. Term; Termination

- 6.1 This Contract shall become effective on the date signed by CPA, after having first been signed by Contractor, and shall terminate upon the expiration of the document referenced in Attachment F, unless otherwise sooner terminated as provided in this Contract.
- 6.2 Without limitation on the termination and cancellation provisions of Attachment C (CPA's PR) CPA may also, in its sole discretion, and without penalty to CPA or the State of Texas, terminate this Contract on thirty (30) calendar days written notice to Contractor. In the event of such termination or any other termination of this Contract, CPA's sole and maximum obligation shall be to authorize payment to Contractor for its invoice for previously authorized Services, performed by Contractor in accordance with all requirements of this Contract, for the month up to the termination date. CPA shall have no obligation to pay for months after the termination date. This right of CPA to terminate for its convenience is in addition to the other termination provisions Attachment C (CPA's PR) and under applicable law.
- 6.3 Notwithstanding the termination or expiration of this Contract, certain provisions regarding confidentiality, data safeguard standards, indemnification, payments, records, dispute resolution, and right to audit shall survive the termination or expiration dates of this Contract.

VII. Availability of Funds; Legislative Action; Necessity of Performance

This Contract is subject to termination or cancellation, without penalty to CPA, either in whole or in part, subject to the availability of funds. CPA is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If CPA becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either CPA's or Contractor's delivery or performance under this Contract impossible or unnecessary, this Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, CPA will not be liable to Contractor for any damages, which are caused or associated with such termination, or cancellation and CPA will not be required to give advance notice. Termination of this Contract under this Section shall not affect CPA's right to use previously-paid Licensed Software through the term of each such license, nor any maintenance or support paid prior to such termination.

VIII. INDEMNIFICATION

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CPA, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, SERVICE PROVIDERS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND CPA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

IX. Legal Notices

Any legal notice relating to this Contract, which is required or permitted to be given under this Contract shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. Notice shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, address to the receiving party at the address specified below. Registered or certified mail with return receipt requested is not required for copies. Either party may change its address for notice by written notice to the other party as herein provided.

1. CPA: Texas Comptroller of Public Accounts
ATTN: Contract Section, Operations and Support Legal Services Division
111 E. 17th Street, Room 201
Austin, Texas 78774
With copy emailed to: contracts@cpa.texas.gov
2. Contractor: Cima Solutions Group, LLC
608 E. Hickory Street, Suite 128,
Denton, TX 76205

X. General

- 10.1 This Contract may be amended only upon written agreement of Contractor and CPA; however, CPA may issue Purchase Order Change Notices for ordering and tracking purposes consistent with this Contract, provided such Purchase Order Change Notices incorporate this Contract.
- 10.2 This Contract, attachments, exhibits, and appendices contain the entire agreement between Contractor and CPA relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning the Contract shall be of no force or effect unless contained in a subsequent writing, signed by both parties. This Contract shall not be construed against the party that has prepared the Contract, but instead shall be construed as if all parties prepared this Contract. The headings used in this Contract are for references and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms herein.
- 10.3 Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XI. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties named below. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DocuSigned by:
By: *Lisa Craven*
11EA6DEF0EC441E...
Name: Lisa Craven
Title: Deputy Comptroller
Date: 12/8/2023 | 8:37 PM CST

CIMA SOLUTIONS GROUP, LLC

By: *(Signature)*
Name: John Alday
Title: CEO
Date: 12 / 08 / 2023

TEXAS DEPARTMENT OF INFORMATION RESOURCES

DocuSigned by:
By: *Lisa Massock*
EACA16B7EFC0463...
Name: Lisa Massock
Title: Chief Procurement Officer
Date: 12/11/2023 | 4:30 PM CST

ATTACHMENT A: PRICE SHEET

| Price Schedule A 58-Month Operating Lease for Hardware | | | | | | | | |
|---|-----------------|-------------|--|---|--|--|--|--|
| Description | Measure of Unit | Unit Price | Initial term Lease Months 1 to 7 2/1/2024 to 8/31/2024 | 1 st Renewal Period Lease Months 8 to 19 9/1/2024 to 8/31/2025 | 2 nd Renewal Period Lease Months 20 to 31 9/1/2025 to 8/31/2026 | 3 rd Renewal Period Lease Months 32 to 43 9/1/2026 to 8/31/2027 | 4 th Renewal Period Lease Months 44 to 55 9/1/2027 to 8/31/2028 | 5 th Renewal Period Lease Months 56 to 58 9/1/2028 to 8/31/2029 |
| Hardware for Mainframe Storage, including all component parts and ancillary Hardware (Refer to Section 2.4 of the Contract) | Lease Month | \$10,700.21 | \$74,901.47 | \$128,402.52 | \$128,402.52 | \$128,402.52 | \$128,402.52 | \$128,402.52 |
| TOTAL FOR PRICE SCHEDULE A | | | | | \$620,612.18 | | | |

| Price Schedule B Licensed Software, Software Maintenance and Technical Support | | | | | | | | |
|--|-----------------|------------|--|---|--|--|--|--|
| Description | Measure of Unit | Unit Price | Initial term Lease Months 1 to 7 2/1/2024 to 8/31/2024 | 1 st Renewal Period Lease Months 8 to 19 9/1/2024 to 8/31/2025 | 2 nd Renewal Period Lease Months 20 to 31 9/1/2025 to 8/31/2026 | 3 rd Renewal Period Lease Months 32 to 43 9/1/2026 to 8/31/2027 | 4 th Renewal Period Lease Months 44 to 55 9/1/2027 to 8/31/2028 | 5 th Renewal Period Lease Months 56 to 58 9/1/2028 to 8/31/2029 |
| Licensed Software for Mainframe Storage (Refer to Section 1, Part D.1.3 of Attachment C of the Contract) | Month | \$675.73 | \$4,730.11 | \$8,108.76 | \$8,108.76 | \$8,108.76 | \$8,108.76 | \$2,027.19 |
| Software Maintenance and Technical Support: Licensed Software for Mainframe Storage (Refer to Part 1, Section D.6 of Attachment C of the Contract) | Month | \$5,286.83 | \$37,007.81 | \$63,441.96 | \$63,441.96 | \$63,441.96 | \$63,441.96 | \$15,860.49 |
| TOTAL FOR PRICE SCHEDULE B | | | | | \$345,828.48 | | | |

| Price Schedule C Installation Services, Implementation Services, Data Migration Services and Training Services | | |
|---|-------------------------------------|---------------------|
| Description | Quantity and Unit of Measure | Price |
| Installation and Implementation Services (Refer to Attachment B (Scope of Work) of the Contract) | 1 JOB | \$78,638.89 |
| Data Migration Services (Refer to Attachment B (Scope of Work) of the Contract) | 1 JOB | \$101,954.00 |
| Training Services (Refer to Attachment B (Scope of Work) of the Contract) | 1 JOB | \$0.00 |
| TOTAL FOR PRICE SCHEDULE C | | \$180,592.89 |

| Price Schedule D Full Service Maintenance Services Refer to Section 1, Part D.6 of Attachment C of the Contract | | |
|--|-------------------------------------|--------------|
| Description | Quantity and Unit of Measure | Price |
| Full Service Maintenance Services for Mainframe Storage Hardware | 1 JOB | Included |
| TOTAL FOR PRICE SCHEDULE D | | \$0 |

ATTACHMENT B: SCOPE OF WORK**CPA SOW for IBM DS8900****1. Services****1.1 Scope**

Cima will provide implementation and migration services for up to three hundred twenty-five (188) TB using the Transparent Data Migration Facility (TDMF) tool.

1.2 Services by Phase**Phase 1: Pre-Delivery Services****Phase 2: Delivery of Hardware and Licensed Software****Phase 3: Installation and Implementation Services for Hardware****Phase 4: Installation and Implementation Services for Licensed Software****Phase 5: Acceptance & Testing****Phase 6: Training Services****1.2.1 Phase 1: Pre-Delivery Services****Project Initiation**

Prior to the onset of services and scheduling of resources, Cima will conduct a planning call/s with the Client to review the following:

- Review SOW and any prerequisites
- Mutually agree to scheduling of resource(s)

1.2.2 Phase 2: Delivery of Hardware and Licensed Software

- Cima will coordinate the shipping of all materials required for this PR. Cima is not able to guarantee specific delivery dates. Estimated OEM lead time is 3 weeks from receipt of PO.
- At least 48 hours prior to the scheduled Hardware delivery, Cima shall provide written notice to CPA's Project Manager of the final delivery plan, set up plan, and list of any subcontractors involved in the Hardware delivery.
- All best efforts will be made in the delivery of hardware not to arrive prior than two weeks before the scheduled installation date unless otherwise agreed to by both parties in writing per CPA's requirement. It is understood that shipment of hardware must be made between Monday and Friday from 8:00am to 5:00pm CST unless otherwise agreed to by both parties prior to delivery. Hardware deliveries will be made to CPA's Data Center located at 111 East 17th Street, Austin, Texas.
- All best efforts will be made in the delivery of licensed software not to arrive at it's destination prior than five business days of the scheduled installation date. This includes the physical or electronic delivery of software. All physical software deliveries will be made to CPA Central Distribution Warehouse at: Comptroller of Public Accounts, 1811 Airport Blvd., Austin, Texas 78702. All electronic deliveries shall be made to CPA's Software Licensing mailbox: SW.Licensing@cpa.texas.gov per CPA's requirements.
- Cima acknowledges that CPA Information Technology's policies do not allow for onsite assembly of components to occur in the CPA Data Center. Cima shall deliver the Hardware fully assembled and integrated in each frame. The only work that is allowed in the CPA Data Center is installing and connecting frames, cabling and connecting the power.

1.2.3 Phase 3 & 4: Installation and Implementation Services for Hardware and Licensed Software**Activity 1 - Cima Implementation Services for IBM DS8900 series storage systems**

In this activity, Cima will perform Services which include the following tasks:

1. Conduct remote and on-site pre-install planning.
2. Logically configure IBM DS8900 series storage system using the CLI or GUI interface:
 - a. Setup appropriate RAID ranks
 - b. Create extent pools
 - c. Provision storage volumes from the extent pools
3. Implementation services will be performed remotely:
 - a. Configure one (1) IBM DS8900 storage systems

Activity 2: Cima Data Migration Services

The purpose of this activity is to conduct a migration planning meeting at the intended migration site or at a mutually agreed to location.

Task 1 - Conduct meeting

Cima will conduct a migration planning meeting during which Cima will:

1. Determine personnel skills and other resources required to perform the Services.
2. Discuss your business requirements including performance, capacity, availability, and identification of specific data to be migrated.
3. Identify security options and considerations.
4. Review software product/release/maintenance requirements.
5. Assess your migration readiness.
6. Schedule migration activities, including the start and end dates.

Task 2 - Perform data migration

Cima will:

1. Review the high-level migration plan with your Point of Contact.
2. Install the TDMF software, provided by Cima, on your designated system(s).
3. Perform two (2) test migrations to verify the JCL.
4. Perform Final Cut-Over Migration activities for up to one hundred eighty-eight (188) TB, as defined in the high-level migration planning meeting.
5. Perform post migration verification.
6. Remove the TDMF software from your systems upon completion of the migration activities.

1.2.5 Phase 5: Acceptance & Testing

- Cima will not engage in acceptance test criteria as set forth in section D.9 of PR #304-24-1419KW as the manufacturer will not accept the condition. IBM warrants that the IBM products will substantially perform in accordance with specifications and as set forth in the warranty that accompanies the products.

1.2.6 Phase 6: Training Services

- Provide information transfer for up to four (4) technical staff members

1.3 Timeline for Services by Phase

| <i>Proposed Timeline</i> | |
|--------------------------|--|
| Pre-Delivery Services: | Completed by December 15, 2023 |
| Delivery of Hardware: | Completed on December 22, 2023 or sooner |

| | |
|--|--|
| Installation of Hardware: | Completed on December 29, 2023 |
| Implementation Services for Hardware: | Completed by December 29, 2023 |
| Installation and Implementation of Licensed Software | As soon as possible after Implementation Services for Hardware are completed |
| Data Migration – Begin: | No later than December 29, 2023 at 8:00 am |
| Data Migration – End: | No later than January 14, 2024 Deadline to have all data moved off the DS8886 |
| Cut Over Date: | No later than January 14, 2024 Deadline to have all data moved off the DS8886 |

Cima cannot guarantee completions dates but will make best efforts to ensure all services outlined in this SOW occur on a date and time as mutually agreed upon by CPA and in accordance with proposed timeline outlined in

2. Assumptions / Exclusions

2.1 Assumptions

Services based on Cima proposal to CPA PR #304-24-1419KW

1. Work under this SOW will be performed at Client premises, except for any project related activity that Cima determines would be best performed remotely on Cima premises in order to complete its obligations and responsibilities under this SOW.
2. Cima will provide the Services under this SOW during normal business hours (Monday through Friday, 8:00 AM - 5:00 PM, in Client time zone, excluding national holidays) unless we both agree to an alternative work schedule.
3. All on-site services will be performed on consecutive days.
4. Cima's estimates are based on the availability of personnel, access to required resources, and performance may be impacted due to governmental guidelines or restrictions, such as actions regarding COVID-19. The parties agree to work together in a reasonable manner to adjust such estimates or develop alternative methods to minimize any such impact.
5. Cima employees are not required to provide personal information, including Social Security numbers, to Client. Cima can conduct a background check if required, however, this must be agreed in advance and specifically included within this SOW.
6. Client agrees that it shall not allow Cima access to any personal or other regulated information unless Cima has otherwise first agreed in writing to implement additional security and other measures to protect such information.
7. This is a local migration as the source and target storage systems are in the same location.
8. The following items are not included as part of these services:
 - a. Volume consolidation.
 - b. Volume resizing.
 - c. Disaster recovery/replication testing.
 - d. More than three (3) test migrations.
9. The following compute environment assumptions were used to estimate the effort:
 - a. There are a minimum four (4) FICON-1 channels connecting the source storage to the TDMF Master Session LPAR.
 - b. There will be a minimum of four (4) FICON-4 channels connecting the target storage to the TDMF Master Session LPAR.
 - c. The data change rate during migration activities will be a maximum of 25%.
10. No license for the TDMF Migration Tool, actual or implied, will be provided to the customer as part of this SOW.
11. Use of the TDMF Migration Tool, in the performance of the services, is limited to Cima personnel.

2.2 Exclusions

- Any hardware or software that may be required to support the above configuration
- Image mode migration

3. Customer Responsibilities

1. Designate a person called the Project Manager who will be the focal point for Cima communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project. The Project Manager's responsibilities include:
 - a. Manage your personnel and responsibilities for this project.
 - b. Serve as the interface between Cima, all of your departments and Client, participating in the project.
 - c. Obtain and provide information, data, and decisions within three (3) working days of Cima's request unless you and Cima agree in writing to a different response time.
 - d. Resolve deviations from the estimated schedule, which may be caused by Client.
 - e. Help resolve project issues and escalate issues within Client organization, as necessary.
 - f. Review with Cima any specific invoice or billing requirements you may have.
2. Obtains a valid license for all software used in performance of the Services;
3. Ensures all the required hardware and software are available and at their installation site prior to the start of Services;
4. Provides Cima with access to their systems and facilities, as required, including building access badges at the inception of the project and continued use and access to their work environment for the duration of the project;
5. Ensures all required levels of host software and firmware necessary to support the product will be installed prior to the start of Services;
6. Assumes responsibility for system diagnosis and problem resolution for any hardware or software problems, or vendor compatibility issues, which are not specifically defined as Cima's responsibilities in the scope section of this SOW; and
7. Ensures project-specific Client obligations are met, which includes:
 - a. Provide technically qualified personnel to assist and answer questions related to the Services.

ATTACHMENT C: CPA'S PR

CPA Price Request No. 24-1419KW issued on August 25, 2023 is incorporated by reference into this Contract as Attachment C.

ATTACHMENT D: CONTRACTOR'S OFFER

Contractor's Offer dated September 15, 2023 and Contractor's revised pricing submitted to CPA on October 19, 2023 are incorporated by reference into this Contract as Attachment F. In the event of conflict between these documents, the following shall control in this order of priority:

1. Contractor's revised pricing submitted to CPA on October 19, 2023.
2. Contractor's Offer dated September 15, 2023.

ATTACHMENT E: DIR CONTRACT NO. DIR-TSO-3996

DIR Contract No. DIR-TSO-3996 is incorporated by reference into this Contract as Attachment E.

ATTACHMENT F: Additional Leasing Documents

The lease schedule for the Mainframe Storage Hardware executed by CPA and Contractor contemporaneously with this Contract is incorporated by reference into this Contract as Attachment F.