



Authorized Information Technology Schedule Pricelist

Federal Supply Service
U.S. General Services Administration



AUTHORIZED FEDERAL ACQUISITION SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

SIN 132-32 Term Software Licenses

FSC Class 7030 INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- + Operating System Software
- + Application Software
- + Electronic Commerce (EC) Software
- + Utility Software
- + Communications Software

Microcomputers

- + Operating System Software
- + Application Software
- + Electronic Commerce (EC) Software
- + Utility Software
- + Communications Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SIN 132-33 Perpetual Software Licenses

FSC Class 7030 INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- + Operating System Software
- + Application Software
- + Electronic Commerce (EC) Software
- + Utility Software
- + Communications Software

Microcomputers

- + Operating System Software
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- + Electronic Commerce (EC) Software
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- + Communications Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SIN 132-34 Maintenance of Software

No Code or Class See FSC Class for basic software

SIN 132-50 Training Courses

FPDS Code U012..... TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE

- + Public Scheduled Courses
- + On-Site Training Courses



SIN 132-51 Information Technology Professional Services

- FPDS Code D301.....IT Facility Operation and Maintenance
- FPDS Code D302.....IT Systems Development Services
- FPDS Code D306.....IT Systems Analysis Services
- FPDS Code D307.....Automated Information Systems Design and Integration Services
- FPDS Code D308.....Programming Services
- FPDS Code D310.....IT Backup and Security Services
- FPDS Code D311.....IT Data Conversion Services
- FPDS Code D316.....IT Network Management Services
- FPDS Code D399.....Other Information Technology Services, Not Elsewhere Classified

- Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

- Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

- Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

Contractor:

CA, Inc.
2291 Wood Oak Drive
Herndon, VA 20171
(703) 708-3000
Fax (703) 709-4604
www.ca.com
email: AskGSA@ca.com

Contract Number: GS-35F-0823M

Period Covered By Contract: September 26, 2002 through May 24, 2017

Pricelist current through Modification #PO-0196, dated December 25, 2016.

**General Services Administration
Federal Acquisition Service**

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA *Advantage!* System. Agencies can browse GSA *Advantage!* by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>.



CONTRACT MODIFICATIONS

01 dated January 23, 2003.	43 dated August, 20, 2008	91 Not Used	143 dated January 30, 2013	195 dated July 25, 2016
FX01 dated October 13, 2003	44 dated August 22, 2008	92 dated August 25, 2010	144 dated January 30, 2013	196 dated December 25, 2016
FX03 dated October 29, 2003	45 dated September 12, 2008	93 dated August 25, 2010	145 dated December 20, 2012	
FX04 dated November 21, 2003	46 dated September 29, 2008	94 dated August 27, 2010	146 Not Used	
02 dated March 24, 2004.	47 dated September 29, 2008	95 dated November 24, 2010	147 dated March 22, 2013	
03 dated April 30, 2004	48 dated September 29, 2008	96 dated January 25, 2011	148 dated January 30, 2013	
04 dated July 20, 2004	49 dated October 24, 2008	97 dated January 25, 2011	149 dated July 2, 2013	
05 dated August 13, 2004	50 dated October 24, 2008	98 Not Used	150 dated March 22, 2013	
06 dated September 2, 2004	51 dated October 24, 2008	99 dated June 7, 2011	151 dated February 12, 2013	
FX09 dated October 29, 2004	52 dated October 24, 2008	100 dated July 18, 2011	152 dated February 27, 2013	
07 dated February 4, 2005	FX-65 dated December 15, 2008	101 dated June 9, 2011	153 dated February 27, 2013	
08 dated April 21, 2005	53 dated March 13, 2009	102 dated June 9, 2011	154 - Not Used	
09 dated August 12, 2005	54 dated April 24, 2009	103 dated July 6, 2011	155 dated March 28, 2013	
10 dated August 12, 2005	55 dated May 15, 2009	104 dated July 29, 2011	156 dated March 26, 2013	
11 dated September 2, 2005	56 dated June 11, 2009	105 dated August 3, 2011	157 dated March 26, 2013	
12 dated September 2, 2005	57 Not Used	106 dated July 29, 2011	158 dated April 12, 2013	
FX17 dated October 31, 2005	58 dated June 25, 2009	107 Not Used	159 dated June 26, 2013	
FX20 dated February 28, 2006	59 Not Used	108 Not Used	160 dated July 26, 2013	
13 dated April 27, 2006	60 dated June 24, 2009	109 dated December 14, 2011	161 dated September 4, 2013	
14 dated July 20, 2006	61 Not Used	110 dated December 9, 2011	162 dated October 26, 2013	
15 dated July 20, 2006	62 Not Used	111 dated December 9, 2011	163 Not Used	
16 dated August 24, 2006	63 dated July 21, 2009	112 dated December 15, 2011	164 Not Used	
FX-32 dated August 30, 2006	64 dated July 21, 2009	113 dated December 23, 2011	165 dated December 19, 2013	
17 dated October 6, 2006	65 dated July 22, 2009	114 dated December 23, 2011	166 Not Used	
18 dated October 6, 2006	66 dated July 21, 2009	115 dated January 3, 2012	167 Not Used	
19 dated November 14, 2006	67 dated July 21, 2009	116 dated January 6, 2012	168 dated January 25, 2014	
20 dated December 19, 2006	68 Not Used	117 Not Used	169 Not Used	
21 dated February 6, 2007	69 Not Used	118 dated January 27, 2012	170 dated April 1, 2014	
22 dated February 6, 2007	70 Not Used	119 Not Used	171 dated March 20, 2014	
23 dated February 6, 2007	71 Not Used	120 dated February 7, 2012	172 Not used	
24 dated February 9, 2007	72 Not Used	121 dated February 7, 2012	173 dated May 26, 2014	
25 dated March 16, 2007	FX73 dated July 20, 2009	122 dated February 9, 2012	174 dated July, 11, 2014	
26 dated March 19, 2007	FX75 dated July 31, 2009	123 Not Used	175 dated September 25, 2014	
27 Not Used	73 dated September 1, 2009	124 Not Used	176 Not used	
28 dated August 1, 2007	74 dated September 21, 2009	125 Not Used	177 dated March 12, 2015	
29 dated August 1, 2007	75 Not Used	126 Not Used	178 Not Used	
30 dated August 2, 2007	A013 dated November 16, 2009	127 dated May 8, 2012	179 dated March 17, 2015	
31 dated August 31, 2007	76 dated November 20, 2009	128 dated June 1, 2012	180 No Used	
32 NOT USED	77 Not Used	129 dated September 26, 2012	181 dated February 25, 2015	
39 dated September 21, 2007	78 dated December 8, 2009	130 dated September 14, 2012	182 dated April 1, 2015	
FX47 dated September 25, 2007	79 dated January 7, 2010	131 dated September 26, 2012	183 dated May 22, 2015	
33 dated September 26, 2007	80 dated January 8, 2010	132 dated September 14, 2012	184 Not Used	
FX51 dated December 18, 2007	81 Not Used	133 dated September 12, 2012	185 dated August 26, 2015	
34 dated January 16, 2008	82 Not Used	134 Not Used	186 dated September 24, 2015	
35 dated January 16, 2008	83 Not Used	135 Not Used	187 Not Used	
36 dated January 23, 2008	84 dated June 4, 2010	136 Not Used	188 dated March 9, 2016	
37 dated January 25, 2008	85 dated May 27, 2010	137 dated October 9, 2012	189 dated February 24, 2016	
38 dated March 20, 2008	86 dated May 27, 2010	138 Not Used	190 dated April 22, 2016	
39 dated June 13, 2008	87 dated June 25, 2010	139 dated January 30, 2013	191 dated April 22, 2016	
40 Not Used	88 dated July 15, 2010	140 dated October 31, 2012	192 Not Used	
41 Not Used	89 dated August 11, 2010	141 date March 28, 2013	193 Not Used	
42 dated August, 20, 2008	90 dated July 15, 2010	142 Not Used	194 dated May 2, 2016	



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DEFINITIONS APPLICABLE TO PRICE LIST SCHEDULE INCLUDING ALL SPECIAL ITEM NUMBERS

“CA” shall mean Contractor offering the software, services, maintenance and training pursuant to this Schedule.

“Customer” means the ordering activity placing the order.

“Documentation” means the CA standard technical user manuals provided with the Licensed Programs.

“Licensed Program” means the computer software programs licensed by CA to Customer.

“MIPS Program” when used in a Transaction Document shall mean the aggregate computing power (expressed in millions of instructions per second and rounded to the next even multiple of 10) of all computers located at the Customer Site(s), or which can remotely access such computers, irrespective of the platform designation of the hardware or operating systems, provided that such remote computer is capable of accessing, using, executing or benefiting from the Licensed Programs.

“Services” means the work required to be performed under a Statement of Work (“SOW”).

“Statement of Work” or “SOW” means any written and mutually agreed upon document that describes the products and services to be provided. SOWs may be referred to as solution work orders, education services order forms or other documents that serve this same or similar purpose.

“Term” means the duration of the grant of license, period of performance for Services, or other obligation(s) as set forth in an applicable Transaction Document.

“Transaction Document(s)” or “Delivery Order” means the delivery order forms, or other mutually acceptable documentation that will identify the orders provided pursuant to this Schedule. A Transaction Document must include at least the following information: quantity, price name of licensed program and duration of Term.

“Work Product” means all items produced for Customer’s use under a SOW except for custom code application development work unique to Customer and void of CA’s proprietary Licensed Programs and other intellectual property, including any derivatives and extensions thereof.



INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES
Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Acquisition Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA *Advantage!*TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA *Advantage!*TM and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

X The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR ORDERING ADDRESS AND PAYMENT INFORMATION:

a. ORDERING ADDRESS.

CA, Inc.
Attn: Federal Operations
2291 Wood Oak Drive
Herndon, VA 20171

b. PAYMENT ADDRESS.

Philadelphia Lockbox
CA, Inc.
P.O. Box 8500
Philadelphia, PA 19178-3591



Atlanta Lockbox

CA, Inc.
P.O. Box 933316
Atlanta, GA 31193-3316

- c. CREDIT CARDS. Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold.
- d. TECHNICAL AND/OR ORDERING ASSISTANCE. The following telephone number(s) that can be used by ordering activities to obtain technical and/or ordering assistance:

Technical Assistance..... (800) 225-5224
Ordering Assistance (800) 225-5224
Documentation..... (800) 225-5224

When Authorized Dealers are allowed by CA to bill ordering activities and accept payment, the order and/or payment must be in the name of CA, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE:

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

In the event of any such liability, CA shall be liable to the extent to which the injury or damage was directly caused by CA. Except for personal injury damages, in no event shall CA's liability exceed the fees paid for the applicable licensed program or services giving rise to the applicable liability.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

- a. Information for Field Buying Offices to Complete Standard Form 279, Federal Procurement Data System (FPDS) Individual Contract Action Report.
 - Block 9: G (Order/Modification Under Federal Schedule).
 - Block 16: Data Universal Numbering System (DUNS) number is **007685969**.
 - Block 30: Type of Contractor is **C. Large Business**.
 - Block 31: Woman-Owned Small Business - **No**.
 - Block 36: Contractor's Taxpayer Identification Number (TIN) is **13-2857434**.
- b. CAGE CODE: **1E6U0** (for DD Form 350).
- c. CA has registered with the Central Contractor Registration Database.



5. F.O.B. POINT:

- a. Destination for the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.
- b. At the option of the Customer or in the event that delivery of Licensed Programs is available electronically, changes to F.O.B. point shall be indicated in CA's quotation or PO.
- c. Point of Exportation for all other overseas locations. In place of a delivery/installation date for software, a shipping date shall be specified on the order. CA shall pay for shipment to a CONUS APO/FPO. At the option of the Government, F.O.B. will be Point of Origin, with freight prepaid and invoiced. Authorization for all shipping, export, and other charges must be included on the Government order.

6. DELIVERY SCHEDULE:

- a. **TIME OF DELIVERY.** Upon acceptance of a Delivery Order by CA, CA shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

Special Item Number	Delivery Time (Days ARO)
132-32	30 Days
132-33	30 Days

- b. **EXPEDITED DELIVERY.** Authorization for any applicable shipping, export, and other charges must be included on the Customer order.

Special Item Number	Expedited Delivery Time (Hours/Days ARO)
132-32	5 Business Days
132-33	5 Business Days

- c. **URGENT REQUIREMENTS.** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of a Customer, ordering activities are encouraged, if time permits, to contact CA for the purpose of obtaining accelerated delivery. CA shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by CA in writing.) If CA offers an accelerated delivery time acceptable to the Customer, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS:

- a. **PROMPT PAYMENT.** Prompt payment is 2% - 20 days, from receipt of invoice or date of acceptance, whichever is later.
- b. **QUANTITY.** None.
- c. **DOLLAR VOLUME.** None.
- d. **GOVERNMENT EDUCATIONAL INSTITUTIONS.** Government Educational Institutions are offered the same discounts as all other Government customers.
- e. **OTHER.** None.



8. TRADE AGREEMENTS ACT OF 1979 (as amended):

For purposes of the Trade Agreements Act, all items are U.S. made end products or designated country end products as defined in FAR 25.003, as amended, based on the understanding that the origin of software products offered pursuant to this Schedule is determined under the rule of origin for services under FAR 25.402(a)(2)

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Outside the scope of this contract, computer programs and documents for which the Customer desires to have specific export packing may be arranged by contacting:

Customer Distribution
CA, Inc.
c/o MBX Systems
1200 Technology Way
Libertyville, IL 60048 USA

10. SMALL REQUIREMENTS:

The minimum dollar value of an order for delivery to one destination is \$100.00.

11. MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
Special Item Number 132-50 - Training Courses

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS:

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.



13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001):

- (a) Security Clearances: CA may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: CA may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, CA may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, CA may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: CA may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, CA's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: CA may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.



(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any Customer, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Customer's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!:

The *GSA Advantage!* is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. *GSA Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product category(ies).

Agencies can browse *GSA Advantage!* by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsa.gov/>.

17. PURCHASE OPEN MARKET ITEMS:

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, a Customer contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The Customer contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.



18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:

See each SIN in the CA Schedule Price list for applicable warranty language.

Any hardware furnished with Contractor's Licensed Program is furnished "AS IS" and Contractor makes no warranties with respect to any such hardware or for the implementation thereof.

19. OVERSEAS ACTIVITIES:

The terms and conditions of this contract shall apply to all orders for purchase and maintenance of software in areas outside the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico, except as indicated below:

- a. CA will accept all orders on a case-by-case basis.
- b. See F.O.B. Point (paragraph 5) under Information for Ordering Activities.

Upon request of CA, the Customer may provide CA with logistics support, as available, in accordance with all applicable Customer regulations. Such Customer support will be provided on a reimbursable basis, and will only be provided to CA's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract (Purchase and Maintenance).

20. BLANKET PURCHASE AGREEMENTS (BPAs):

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the Customer establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS:

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The Customer issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the Customer at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8.



23. SECTION 508 COMPLIANCE.

The 1998 Amendment to Section 508 of the Rehabilitation Act ("Section 508") requires that all agencies and departments of the US Federal Government make electronic and information technology accessible to Federal employees with disabilities and members of the public with disabilities who access certain federal resources.

Each CA licensed program that is identified by a CA product development team as a CA licensed program to be sold to customers subject to Section 508 is evaluated for compliance with Section 508. CA evaluates such licensed programs consistent with the standards of the Information Technology Industry Council ("ITIC"). CA's evaluation of each such licensed program is recorded in the form of a Voluntary Product Accessibility Template ("VPAT") which is based on the standardized VPAT template developed by ITIC. The VPAT identifies how each evaluated licensed program does or does not meet the Section 508 requirements, or provides functional equivalence ("Functional Equivalence"), as set forth in the Section 508 regulations.

As part of the post-contract maintenance and support to be provided to its licensees under any agreement, CA will provide Section 508 upgrades and enhancements, Section 508 Functional Equivalence or other Section 508 deliverables referenced in any VPAT ("Section 508 Upgrades and Enhancements") on a when and if-available basis, comprised of error-corrections, patches, work-arounds, and additional features and functionality which are within the domain of, and which will not replace, the underlying CA licensed program. This statement shall not serve to (i) affect the rights and/or obligations of CA, its affiliates or its licensees under any existing or future written license agreement or services agreement relating to any CA licensed program; or (ii) amend any product documentation or specifications for any CA licensed program

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of a Customer, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the Customer with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) CA shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, CA shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or CA gives written notice to the Contracting Officer, whichever period is longer.



(c) CA shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall provide a copy of all subcontractors' proofs of required insurance, to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)



**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM 132-32),
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM 132-33) AND MAINTENANCE AS A SERVICE
(SPECIAL ITEM 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
SOFTWARE**

1. INSPECTION/ACCEPTANCE:

CA shall only deliver those items that conform to the requirements of the Documentation. The Customer reserves the right to inspect or test any Licensed Programs that has been delivered for conformance to such Documentation. The Customer may require repair or replacement of nonconforming software at no increase in contract price. The Customer must exercise its post-acceptance rights in accordance with the warranty provision (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

For Licensed Programs for which an evaluation has been successfully completed or for a product that has been delivered 30-days prior to the execution of the delivery order, acceptance is deemed granted upon execution of the delivery order. No acceptance period applies for Standard Maintenance, Documentation, or Services.

2. GUARANTEE/WARRANTY:

a. CA warrants that the Licensed Programs delivered hereunder shall operate in accordance with the Documentation. If it is determined that the Licensed Program(s) do(es) not operate according to such Documentation, CA's sole obligation and Customer's sole remedy under the foregoing warranty shall be for CA to, at its option and expense in coordination with the Customer, either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the Licensed Program(s) with one that materially complies with the Documentation, or (iii) provide a pro-rata refund of the license fees paid, calculated on the number of months left remaining on the Term of the applicable Transaction Document.

b. LIMITATION OF LIABILITY. EXCEPT AS SET FORTH ABOVE, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CONTRACTOR. IN NO EVENT WILL CONTRACTOR BE LIABLE TO GOVERNMENT OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING TIME, MONEY, GOODWILL AND CONSEQUENTIAL DAMAGES, WHICH MAY ARISE FROM THE USE, OPERATION OR MODIFICATION OF THE LICENSED PROGRAM.

c. Contractor may at Customer's option and upon mutual agreement (i) procure for Customer the right to continue to use the Licensed Program; (ii) repair, modify or replace the Licensed Program so that it is no longer infringing; or (iii) provide a pro-rata refund of the license fees paid for the infringing product, calculated on the Term of the applicable Transaction Document from the effective date thereof to the date of the termination.

d. Any warranties made by CA (other than that of non-infringement) will extend and be in effect only for the period that Customer is entitled to use the Licensed Program and for which Customer shall have paid the Maintenance and UMF fees, if applicable.

e. In the event that the Customer makes any changes or modification to the Licensed Programs, Customer agrees that such changes and modifications shall be the property of CA, unless CA shall have given its prior written consent to the contrary. Furthermore, any such changes or modifications made by Customer to a Licensed Program will mean that the foregoing limited warranty of CA with respect to such Licensed Program shall no longer apply, and CA shall have the right to charge Customer for additional support services at CA's then prevailing service rate (outside the scope of this contract), but CA shall have no obligation to provide such services.



f. CA does not warrant that the functions contained in any Licensed Program will meet the Customer's requirements or purposes, will operate in the combination which may be selected for use by the Customer, or that the operation of the Licensed Program will be uninterrupted or error free, or that all Licensed Program defects will be corrected.

3. TECHNICAL SERVICES:

CA shall provide a hot line technical support (number 1-800-645-3042) for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available 24 hours a day, 7 days per week. Technical support is provided as part of the Software Maintenance services defined in the following section.

4. SOFTWARE MAINTENANCE:

Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324. Software maintenance service shall include the following:

Supported Software

CA defines its supported products as the latest generally available product version and one previous version for which CA has not provided drop support notification. Extended support for products and/or releases which have been officially retired and have reached their end of service or end of life may be available through CA's Extended Support offering.

Customers may be notified through their CA representative(s) and/or mail of "product status" within the standard time frame as outlined in CA's end of support and end of life policy. Notifications of "product status" may include upgrade and/or migration path information. Customer is responsible to maintain a supported environment, which includes current supported release(s) and platform(s) of CA software.

Customer Responsibilities

Customer technical support requests must contain all pertinent information, in English, including but not limited to Customer number, software/revision number, operating system/version, platform, problem description, log files/test case, memory dumps, file listings, problem severity and technical contact familiar with the software problem and Customer environment. Customer must execute diagnostic routines if provided by CA and inform CA of the results. Customer must also verify the existence of the software problem and provide conditions in which the problem could be duplicated.

For severity 1 issues Customer technical contact may be required to be available 24 hours a day to offer further documentation and resolution testing, as required by CA to continue progress on the incident.



Technical Support Limitations

CA may not be required to provide technical support to Customer under circumstances where Customer has not provided all documentation reasonably requested by CA.

If any emergency on-site services are provided by CA personnel visiting Customer’s business premises at Customer’s request and no fault in the Licensed Programs is found to exist, Customer shall within 30 days of such on-site service pay CA’s invoice for such on-site services at CA’s then prevailing rate, including all associated disbursements and travel expenses incurred by CA, unless Customer has otherwise contracted for on-site support through other agreements with CA.

All associated computer hardware, operating systems, and third party software must be maintained on the latest release(s) published by CA. CA shall not be obligated to provide technical support for non-CA software, modifications to CA software by Customer or third parties, or problems associated with products running on unsupported hardware, operating systems, or with third party software. Any such service may be available on a fee basis for labor and material as determined by CA. Consulting services, onsite support or support for end of service products are not provided as part of CA’s standard support and maintenance. Those and other support services are available by quotation and shall be governed under separate agreement between CA and Customer.

1. CA will provide reasonable telephone assistance in the operation of the Licensed Program, and meet the service level objectives with regard to remedial software support and provide continuous efforts to resolve Severity 1 support in accordance to the guidelines below.

Service Level Objectives				
Incident Severity	1	2	3	4
Initial Response Time	1 hour	2 business hours*	4 business hours*	1 business day*
Severity Level Descriptions				
Severity 1	“System Down” or product inoperative condition impacting a production environment.			
Severity 2	High-impact business condition possibly endangering a production environment. The software may operate but is severely restricted.			
Severity 3	Low-impact business condition with a majority of software functions still usable however, some circumvention may be required to provide service.			
Severity 4	Minor problem or question that does not affect the software function.			

*During normal published business hours. CA technical support is available 24 hours per day, 7 days per week, 365 days per year for all severity 1 technical support calls.

2. In addition, except as set forth above, CA will make reasonable efforts to: (i) supply the Customer with subsequent Licensed Program releases, as available, containing modifications to the Licensed Program that are not charged for separately; (ii) supply updated Documentation from time to time as available; and (iii) exert reasonable efforts to correct or provide within a reasonable time a detour for a material programming error which is directly attributed to CA in the then current release of the Licensed Program, provided that the Customer notifies the designated CA contact point of a problem with a Licensed Program, and provides CA with information sufficient to identify the problem. Such information may include, but shall not be limited to, error diagnostic messages, diagnostic memory dumps, operator console logs, data file dumps, application program listings, and a written explanation of the problem. The Customer acknowledges that corrections, detours, or modifications to a Licensed Program shall be subject to the provisions of this Schedule. CA's responsibility for providing maintenance and support will only be offered to those Customers that have issued to CA a Delivery Order in accordance with this Schedule.
3. SUPPORT CONNECT: CA provides an online support system to compliment its Technical Support organization. The topics, features and intended benefits include the following:

Topic	Feature	Benefit
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Topic	Feature	Benefit	
Knowledge	Knowledgebase	Allows you to search our extensive knowledge base for technical documents,	
	Frequently Asked Questions (FAQs)	Contains published solutions and reported problems.	
	Compatibilities	Allows you to review our product compatibilities page to determine whether your CA product is compatible with the latest mainframe, midrange, and PC operating environments.	
	Product Forums	Allows you to communicate with your peers to find out how others are using CA products.	
	Product Home Pages	Provides the latest news on your CA products, technical product information, and allows you to sign up for participation in a product beta test program.	
Downloads	Published Solutions	Provides solutions to problems and allows download for immediate results.	
	Documentation & Products	Provides electronic delivery of documentation and licensed CA products.	
	License Keys	Allows you to view site licenses, obtain license keys & log a license request	
	Virus Signatures	Allows you to view the latest virus threats .	
	Toolbox	Links to utilities that aid you in using CA software, e.g., Applyptf, CAZIP.	
	Incident Management	Open and View Incidents	Allows you to open incidents for Technical Support assistance, view and update existing incidents.
		Subscriptions E-News	Provides technical information related to CA products including common incidents experienced by our Customers, newly released patch files, service packs, CSDs, virus signature updates and upgrades.
		Hyper	Enables you to sign-up to receive emails on important product notifications.
		Contact Support Services	Contains information regarding CA Technical Support including telephone contacts, billing inquiries, feedback etc.
		CA User Groups	Provides contact information regarding our many User Groups across 230 countries.
	Environment Site Profile	Provides CA Technical Support staff with more specific information about your environment. You have the ability to	



Topic	Feature	Benefit
		<p>answer CA product specific questions, input hardware and software information and attach documents.</p> <p>The goal is to minimize the need for collecting repetitive environment information at the start of the troubleshooting process by cross-reference the site</p>

c. MAINTENANCE PROVISIONS.

- (1) The Customer understands and agrees that CA may from time to time determine that certain Licensed Programs will be stabilized with respect to maintenance services. Specifically, this means that CA will continue to provide telephone support for the Licensed Programs but will no longer provide enhancements, new releases or modifications of the Licensed Program. Customer agrees that CA has no obligation to provide any such enhancements, modifications or new releases and that no charge for the same will be included in the fees for maintenance services. Stabilized products will be designated as such on each Delivery Order.
- (2) The Customer understands and agrees that CA may from time to cease all maintenance services of a Licensed Program. Nonetheless, Customer may continue to utilize any Licensed Programs with a perpetual license with the understanding that (a) CA has no obligation to provide any such maintenance, support, fixes, enhancements, new releases or modifications; (b) no charge for such continued use will be made by CA; and (c) CA’s express warranty respecting the performance or operation of the Licensed Program(s) shall not apply to the unsupported programs. Unsupported products will be designated as such on each Delivery Order.
- (3) CA’s maintenance policy for products is limited to the support of the current release of a product plus one version back.

- d. Invoices for maintenance service shall be submitted by CA on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**
- e. After maintenance has been discontinued, for any reason, if the Customer wishes to reinstate Maintenance Services, the fee for reinstatement of Maintenance Services shall be equal to **125%** of the maintenance fee for the period of time the Licensed Programs were not under an active maintenance agreement. Maintenance Services and associated fees may be renewed, from year to year, for successive one year renewal periods.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34):

- a. CA shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. In accordance with the Customer’s rights as specified by the Federal Acquisition Requirements, term licenses and/or maintenance may be discontinued by the Customer on thirty (30) calendar days written notice to CA. CA will be granted any termination benefits as permitted under the Federal Acquisition Regulations.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

The exercise of renewal periods on multi-year contracts associated with multi-year option plans offered under this Schedule are subject to availability of annual appropriations. In the event that annual appropriations are not



available, the Government and CA may negotiate interim payment terms consistent with the Government's ability to pay and Schedule pricing. Renewal periods will be exercised for each respective year only by issuance of a Delivery Order from the Customer to CA. Multi-year contracts under this Schedule are to be exercised in accordance with FAR 17.202 Use of Options and FAR 17.207 Exercise of Options when the applicable FAR provisions on Options are included in the Delivery Order.

d. CROSS-YEAR FUNDING WITHIN CONTRACT PERIOD. Where a Customer's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this Schedule for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Customers should notify CA in writing thirty (30) calendar days prior to the expiration of an order, if the UMF license, term licenses and/or annual maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance are to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE:

CA does not offer conversion from term to perpetual licenses.

7. TERM LICENSE CESSATION:

CA does not offer term license cessation to Customers.

8. NEW PRODUCT LANGUAGE

This language shall apply under each Delivery Order unless otherwise specified in CA's quotation that *New Product language shall not apply to the Transaction:*

In addition to and separate from unspecified upgrades and enhancements to be provided as maintenance under the initial Term specified on a Delivery Order (together with any extension(s) or renewal(s) thereof, the "Term), in the event CA develops a new release of a Licensed Program that it designates and makes generally available as a new product (typically containing new functions in addition to or different from existing functionality (a "New Product"), then upon CA's receipt of Customer's written request and without additional charge, such currently unspecified New Product shall be made available for use by the Customer during the Term, on the same basis as applies to such Licensed Program, even if CA then determines to charge a separate license fee for the New Product to CA's other licensees. Such rights shall not extend to any Hardware provided under this Schedule.

9. UTILIZATION LIMITATIONS (132-32, 132-33, AND 132-34):

When acquired by the Customer, Licensed Programs and related Documentation shall be subject to the following:

a. Software acquisition is limited to Commercial Computer Software defined in FAR Part 2.101.

CA grants Customer a non-exclusive, non-transferable license to use the Licensed Programs subject to the terms herein and in a Delivery Order.

CA authorizes Customer and Customer's authorized contractors and agents that agree to be bound by terms and conditions no less restrictive than those contained herein (collectively the "Authorized Users") to use the Licensed Programs hereunder only in accordance with use restrictions contained in the Delivery Orders and only for the internal data processing operations of Customer. A breach by an Authorized User of this Agreement and/or any Delivery Order shall be considered to be a breach by and the responsibility of Customer. In no event



shall the Licensed Programs be transferred outside of the territory of the country boundaries specified on the Delivery Order without the prior written consent of CA.

Customer may, after obtaining CA's prior written consent, transfer the Licensed Program(s) indicated on such Delivery Order to a new location without a relocation charge to Customer in the event that the usage rights are expanded or increased from the original Delivery Order. If an ordering activity closes its computer installation and relocates it to another installation owned by the ordering activity without any change to CPU configuration, the Computer Programs licensed by the ordering activity can be relocated without charge subject to compliance with the administrative requirements described herein. The ordering activity, however, must give prior written notice to Contractor of such move and confirm that the old installation has been closed.

Customer agrees that it shall not: (i) access or use any portion of the Licensed Program not expressly licensed and paid for by Customer; (ii) cause or permit de-compilation or reverse engineering of all or any portion of the Licensed Program; (iii) disclose or publish performance benchmark results for Licensed Program(s) without CA's prior written consent, except for internal publication for internal purposes only; (iv) export or use the Licensed Programs or Documentation in violation of U.S. or other applicable laws or regulations, including the U.S. Department of Commerce export administration regulations; (v) use third party software provided by CA except in conjunction with the Licensed Program as licensed hereunder; or (vi) directly or indirectly sublicense, relicense, distribute, assign, disclose, use, rent or lease the Licensed Program or Documentation, or any portion thereof, for third party use, third party training, facilities management, time-sharing, or use as an application service provider, outsourcer, or service bureau, without the express prior written consent of CA. Customer shall maintain books and records in connection with Customer's actions under this Agreement. Such records shall include, at a minimum, the number of licenses purchased and being used by Customer. CA may request certified copies of, or, at its expense, upon mutual agreement of the parties audit the records of Customer to ensure compliance with the terms of this Agreement. Any such audit shall be conducted during regular business hours at Customer's offices and shall not interfere unreasonably with Customer's activities.

All rights not specifically granted hereunder, including, but not limited to, the right to modify the Licensed Programs are specifically reserved to CA.

(1) Title to and ownership of the Licensed Programs and Documentation shall remain with CA, unless agreed in writing by both parties. CA shall retain all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to the Licensed Programs, Documentation and to all CA intellectual property and any derivatives thereof. Customer may not distribute, promote, or otherwise use any information or materials relating to Licensed Programs for any external use without the express prior written consent of CA or as otherwise specifically permitted. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted hereunder is exchanged between the parties.

(2) Licensed Programs are provided by site and by Customer. A Customer is defined as a cabinet level or independent Customer. The Licensed Program may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the Licensed Program is placed at, even if the subdivision did not participate in the acquisition of the Licensed Program. Further, the Licensed Program may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the Licensed Program placed at one agency's site. This would allow other agencies access to one agency's database. For Customer public domain databases, user ordering activities and third parties may use the Licensed Program to enter, retrieve, analyze and present data. The Customer will take appropriate action by instruction, agreement, or otherwise, to protect CA's proprietary property with any third parties that are permitted access to the Licensed Programs and Documentation in connection with the Customer's permitted use of the Licensed Programs and Documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the Customer and all activities of such third parties shall be the responsibility of Customer.

(3) Except as is provided in paragraph 7.b(2) above, the Customer shall not provide or otherwise make available the Licensed Program or Documentation, or any portion thereof, in any form, to any third party



without the prior written approval of CA. Third parties do not include prime contractors, subcontractors and agents of the Customer who have the Customer's permission to use the Licensed Program and Documentation at the facility, and who have agreed to use the Licensed Program and Documentation only in accordance with these restrictions. This provision does not limit the right of the Customer to use Licensed Programs, Documentation, or related information, which the Customer may already have or may obtain without restriction.

(4) The Customer shall have the right to use the Licensed Program with the computer for which it is acquired at any other facility to which that computer may be transferred, as long as the Licensed Program remains installed on the respective computer. In cases of disaster recovery, the Customer has the right: to transfer the Licensed Program to another site if the Customer site for which it is acquired is deemed to be unsafe for Customer personnel provided that CA receives written notification of relocation within a reasonable timeframe; to use the Licensed Program and Documentation with a backup computer when the primary computer is inoperative; to make a reasonable number of copies, in accordance with a bona fide disaster recovery plan, of the Licensed Programs for safekeeping (archives) or backup purposes and to transfer a copy of the Licensed Programs to another site for purposes of benchmarking new hardware and/or software, for a thirty (30) day period, upon written notice to CA.

(5) Licensed Programs may be marked with CA's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in any standard commercial legend.

(6) The ordering activity and its employees will keep the Computer Program strictly confidential, and ordering activity will not disclose or otherwise distribute the Computer Program(s) to anyone other than ordering activity's authorized employees. The ordering activity will not remove or destroy any proprietary markings of Contractor. Except for disaster recovery purposes, ordering activity will not make or permit others to make copies of or reproduce any part of the Computer Programs in any form without the prior written consent of the Contractor. In no event will the ordering activity decompile, disassemble or otherwise reverse engineer any Computer Program.

9. SOFTWARE CONVERSIONS (132-32 AND 132-33):

Not all licensed programs are available for conversions.

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY:

All equipment compatibility or supported hardware functions applicable to CA's products are set forth in CA's Documentation. For all additional information concerning supported hardware or compatibility requirements the Customer is advised to contact CA.

11. RIGHT TO COPY PRICING:

CA does not offer RIGHT-TO-COPY pricing to its Customers.

12. TERMINATION PROVISIONS:



In the event the Customer terminates a Transaction Document for any reason, Customer understands and agrees that if the Licensed Programs under the Transaction Document was being acquired under a payment plan and there remain outstanding payments, Customer will, within ten (10) days after termination of the Transaction Document, return the Licensed Programs, including all Documentation, to CA, or at CAs direction, destroy the software, including Documentation, and warrant in writing that all copies and partial copies thereof have been returned to CA or destroyed.



TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING RELATED TO GENERAL PURPOSE INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM 132-50)

1. SCOPE:

The Contractor provides training normally available to commercial customers, which is necessary to permit the ordering activity to make full efficient use of general-purpose commercial IT products. Training is restricted to CA training courses for those products within the scope of this Schedule. Upon execution of a purchase order issued by the ordering activity, CA shall provide the ordering activity CA Education Services, in the format described in the purchase order, subject to the ordering activity paying all fees in the manner set forth in the purchase order.

2. ORDER:

A written order, EDI (GSA Advantage! and FACNET), credit card orders and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY:

For Instructor-led training, CA shall conduct training on the date (time, day, month, and year) agreed to by CA and the ordering activity.

**4. RESERVATIONS, CONFIRMATIONS, REGISTRATION, CANCELLATION AND RESCHEDULING:
INSTRUCTOR-LED TRAINING**

A. Seat(s) in a Public Class may be reserved or arrangements for a date(s) for Private Classes may be discussed by contacting CA Education, for the number of seats that may be identified in the applicable purchase order, which seats and date(s) must thereupon be confirmed by the ordering activity in writing and received by CA in the format as may be determined by CA to enable such reservation.

B. Should confirmation not be received within such period set forth in the purchase order and unless otherwise indicated in the applicable purchase order, CA reserves the right, without further notice, to offer the seat or date to another student or ordering activity on a first-come-first-served basis.

C. Upon receipt of such ordering activity confirmation as described above, CA shall book the seat(s) and date(s) and send a CA form(s) of registration confirmation.

D. Where the number of students exceeds the maximum capacity for a Class, the order in which confirmations have been received shall determine the priority of registrations.

Location and Start Date

E. Public Classes commence on the date and at the location specified in such registration confirmation. For Private Classes, the ordering activity and CA shall mutually agree as to the applicable location(s) and date(s).

F. For Courses delivered at the ordering activity's site, the ordering activity shall be responsible for all associated costs and provision of the classroom and catering. The ordering activity is also responsible for associated costs and the provision of machine and terminal facilities, software and data set-ups, sign-on and



user-id set-ups as may be specified by CA to support the delivery of the Course. CA may, at its option, cancel any Course without liability to ordering activity, in the event that ordering activity does not comply with such responsibilities and such requirements.

G. CA may refuse to run or may terminate a Course at the ordering activity's site where, in its opinion, the facilities provided do not conform to any CA requirements. CA may prorate Course fees but is under no obligation to do so. Instructor expenses incurred will be chargeable.

Cancellation, Postponement, Transfer and Failure to Attend

H. Cancellation of a Public or Private Class shall be subject to the provisions and fees of the CA Education Cancellation Policy (the "Policy"), which Policy may be published on the applicable local country or region CA Education website. CA reserves the right to change the Cancellation Policy without notice.

I. Failure to attend without notice pursuant to the Policy is deemed to be a cancellation and the full Course fee shall be invoiced.

J. Transfer of the student to another Course date is also deemed as a cancellation of the original Course date and is subject to the terms and fees of the CA Education Cancellation Policy.

Substitutions and Additions

K. Substitutions and additions may be made by the ordering activity at any time. Substitutions shall not, unless otherwise stated in the purchase order, be subject to additional charges. Additions shall, unless otherwise agreed with CA in writing, be subject to additional charges.

L. CA reserves the right, at its sole option, to refuse attendance to unregistered students who arrive for a Course without prior notification where it means that the Course exceeds maximum capacity, in terms of space, people or equipment. Should there be space in the Course for a qualified student, CA will confirm the student's attendance with the ordering activity as soon as possible and provide required Materials as soon as practicable.

Rescheduling or Cancellation by CA

M. Where a Course has low enrollment, CA reserves the right to reschedule or cancel such Course. CA shall use commercially reasonable efforts to provide notice the ordering activity of any rescheduling or cancellation, which notice period may be set forth in the applicable purchase order. If notice cannot be given due to illness of the presenter or for any other reason beyond CA's reasonable control, CA will use commercially reasonable efforts to remedy such a situation within a reasonable time but will not be liable for any failure to do so. CA's only liability, in the event of cancellation or rescheduling, will be to credit the Course fees already paid.

5. FOLLOW-UP SUPPORT:

Not available under the scope of this contract.

6. PRICE FOR TRAINING:

A. The price of the Course is as set forth in the purchase order. In the event the fees applicable to the specific Course are not included in the purchase order, the fees published on the CA Education website that refers to the applicable local country or region will apply. Public Course price, as may be identified in a purchase order, includes attendance for one student and associated Course Materials. Instructor travel and instructor expenses are not chargeable on Public Classes.

B. For Private Classes, as may be identified in a purchase order, either at the ordering activity location or at the Hosting CA location, the applicable fees are dependent on the number of students and are as quoted by CA



prior to confirmation. Such fees include any required Course Materials. CA Instructor travel and expenses are not included and are chargeable to the ordering activity. The ordering activity is responsible for any student travel and expenses.

C. Where a Private Class is hosted by CA at a CA location, the ordering activity is responsible for additional fees to cover any supplementary expenses, as quoted by CA prior to confirmation of the Course.

D. Each Customized Course shall have fees that are dependent on elements including, but not limited to, the work required to modify or develop courseware, the number of students, the duration, the location and the amount of preparation required by the Instructor and such fees are as confirmed by CA.

7. FORMAT AND CONTENT OF TRAINING:

- a. With the exception of Web-Based Training (WBT), CA shall provide written Materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Students are permitted to retain a copy of such Materials upon completion of the training class, subject to the terms and conditions herein including but not limited to sections 13 (Confidentiality and (Proprietary Notices) and 20 (Title).
- b. For hands-on training courses, there will normally be a one-to-one assignment of IT equipment to students.
- c. CA shall provide each student with a Certificate of Training at the completion of each training course.
- d. CA shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).

8. "NO CHARGE" TRAINING:

Not available under the scope of this contract.

9. WARRANTY

CA warrants that it has title or authority to grant the ordering activity the rights and licenses described herein and that the then prevailing generally available Standard Course will be in material compliance with Course descriptions published by CA. NO FURTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.

10. ORDERING ACTIVITY OBLIGATIONS



Ordering activity acknowledges that performance of Services by CA hereunder is subject to and contingent upon ordering activity's performance of its obligations. Ordering activity shall timely perform all of its obligations set forth herein, including, but not necessarily limited to, the following: (i) at ordering activity's sole expense, provide access to all hardware and Licensed Programs necessary for CA to perform its obligations in such SOW, including obtaining any authorizations or licenses required by third parties to provide such access to CA, (ii) provide CA with access to ordering activity employees and facilities as may be reasonably required; and (iii) provide personnel capable of and qualified to render decisions and making reasonable efforts to facilitate completion of the SOW. Ordering activity will at all times maintain appropriate data back-up systems, procedures and practices and apply such systems, procedures and practices in the operation of Work Product and deliverables.

11. DEFINITIONS

- A. "CA Education Services means the provision of a Course(s), Class(es) and Materials.
- B. "Class" means a scheduled incident of a specific Course. A class is a live event and may be delivered in person or in a virtual environment.
- C. "Course" means a training program with designated units of instruction related to a specific subject. A course may be delivered in different formats including, but not limited to, instructor-led, self-paced, or virtually.
- D. "Customized Course" means a course which is modified or developed specifically to the ordering activity's requirements and which differs from any related Standard Course in scope, duration or in volume or content of courseware. The courseware may or may not be derived from a Standard Course or may be developed from scratch. These courses carry a different identification to any Standard Courses from which they may be derived.
- E. "Hosting" means access to WBT on a CA or a third party hosted site, along with certain associated maintenance services. Such access to WBT and such services may be obtained, at CA's then current rates, pursuant to a written mutually agreed to written addendum to this ESA.
- F. "Private Class" means a Standard Course or a Customized Course run for one ordering activity at that Ordering activity's location or hosted by CA at a CA location. The date is as agreed upon with the ordering activity.
- G. "Public Class" means a Standard Course run for more than one ordering activity at a CA location, on the date and at the CA location published on the CA Education website. Standard courseware is used.
- H. "Standard Course" means the basic course product, which consists of the identification code, description, related courseware and duration published on the CA Education website. A Standard Course may be delivered as a Public or Private Class.
- I. "Virtual" means an instructor-led Class delivered remotely over the internet with a browser using Voice Over IP ("VOIP"), or a phone line where VOIP is inoperative.
- J. "Virtual Learning Lab" ("VLLB") means a remote learning environment available for hands-on activities. A VLLB is accessible over the internet with a browser.
- K. "Web Access" means accessing WBT on a CA hosted site.
- L. "Web Based Training" ("WBT") means a Course that can be taken remotely at the pace of the learner (self-paced). A WBT course may be taken using a CD-ROM or over the internet with a browser.



M. "Materials" means the Course materials of a Standard Course, VLLB Course and/or WBT Course and the materials developed by CA in the course of preparing a Customized Course.

12. PREREQUISITES

A. CA reserves the right to refuse registration on any training course to any ordering activity not properly licensed or authorized to use the CA product which is the topic of the course. All students are required to meet the necessary technical prerequisites as stated in the full course description available on the CA Education website. The prerequisites may be met by the satisfactory completion of the appropriate course(s), or by having equivalent experience as specified by CA.

B. The ordering activity is responsible for ensuring that the prerequisites defined by CA are met by their students. Should failure to meet prerequisites prevent or impede satisfactory learning or affect CA's ability to meet course requirements for other students, CA may request withdrawal of the student by contacting the ordering activity. Having so noticed ordering activity of such lack of required prerequisites with the student's company, should the company wish their student to continue, CA is under no obligation to waive charges for the course should the student rate the course unsatisfactory.

13. CONFIDENTIALITY AND PROPRIETARY NOTICES

In reference to ordering activity and ordering activity's employees and third party contractors, all Materials and any other notes and materials developed by CA for the ordering activity as well as Standard Course Materials and any other materials supplied to attendees, whether provided on CA premises or at the ordering activity site, are protected by copyright and are confidential. In no event may any such materials be copied or in any manner reproduced by ordering activity. The use by ordering activity of such materials is subject to the provisions of the Section entitled "No Re-Training" hereof. Ordering activity agrees not to remove or obscure any notices or markings, including without limitation, copyright, trademark, confidentiality notices, or ownership notices on the physical media containing or comprising the Courses and/or Materials, the Documentation accompanying or comprising the Courses, or any screen displayed by the Courses.

14. NO RE-TRAINING

Absent the prior express written consent of CA, in no event may ordering activity permit any of its training participants to use any Materials provided to Ordering activity hereunder for the purpose of providing training to other employees of ordering activity or to provide training to any other individuals.

15. AUDITS

CA shall have the right, at mutually agreed to times and locations, but not less than once in an annual period, to audit ordering activity's compliance with its obligations under this Agreement.

16. TRAINING COURSES AND MATERIALS

Subject to payment of the applicable fees as set forth in the purchase order, CA grants to the ordering activity a limited right to use the applicable Materials as described herein for its internal purposes and, in the case of VLLB and WBT Courses as may be identified by CA in an applicable purchase order, CA grants the ordering activity a non-exclusive, non-transferable, limited license to use the Course Materials as identified, if applicable, in the subject purchase order to participate in the Course and for its internal purposes thereafter. Unless expressly stated otherwise, the license granted in each purchase order pursuant to these terms and conditions does not supersede any other license or agreement between ordering activity and CA all of which remain in full force and effect.



17. TITLE

CA shall retain all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all CA intellectual property and any derivatives thereof (including, without limitation, Courses and Material). The ordering activity may not distribute, promote, or otherwise use any such information or materials for any external use without the express prior written consent of CA. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted hereunder is exchanged between the parties.

18. LIMITATION OF LIABILITY

a. Except for death or personal injury caused by the gross negligence or willful default of CA, and subject to subparagraphs b and c of this Limitation of Liability section, CA's liability to the ordering activity for direct damages, loss or liability for any cause whatsoever, except as otherwise stated in this Limitation of Liability section, and regardless of the form of action, will be limited to the total amount of fees paid by the ordering activity as stated on the applicable purchase for the specific Licensed Program and Materials or Services that caused the damage or gave rise to the cause of action, or if no fee is specified then the total amount paid by ordering activity under that purchase order.

b. CA's liability for damage to tangible personal or real property due to the gross negligence of CA shall be limited in aggregate to the sum of US\$500,000 per event or series of related events.

c. THE REMEDIES PROVIDED IN THE AGREEMENT ARE THE EXCLUSIVE REMEDIES OF THE PARTIES. IN NO EVENT SHALL CA BE LIABLE TO THE ORDERING ACTIVITY OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT, OR OTHERWISE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR UNFORESEEABLE LOSS, DAMAGE OR EXPENSE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OR CORRUPTION OF DATA, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED.



TRAINING COURSE DESCRIPTIONS
(SPECIAL ITEM 132-50)

For a listing of available courses, please use the following URL. To determine the GSA fee for each course, apply a 20% discount off the course list price then divide by 0.9925 to add the IFF.

<http://www.ca.com/us/it-training-education.aspx>



**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
(SPECIAL ITEM 132-51)**

1. SCOPE:

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. CA shall provide services at CA's facility and/or at the ordering activity location, as agreed to by CA and the ordering activity.

2. PERFORMANCE INCENTIVES:

- a. Performance incentives may be agreed upon between CA and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by CA to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate CA. Incentives shall be based on objectively measurable tasks.

3. ORDER:

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the task order will take precedence.

4. PERFORMANCE OF SERVICES:

- a. CA shall commence performance of services on the date agreed to by CA and the ordering activity.
- b. CA agrees to render services only during normal working hours, unless otherwise agreed to by CA and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any CA travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all CA travel. CA cannot use GSA city pair contracts.



5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to CA, require CA to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to CA, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, CA shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to CA, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, CA shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in CA's cost properly allocable to, the performance of any part of this contract; and

(2) CA asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES:

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF CA:

CA shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY:

Subject to security regulations, the ordering activity shall permit CA access to all facilities necessary to perform the requisite IT Services.



9. INDEPENDENT CONTRACTOR:

All IT Services performed by CA under the terms of this contract shall be as an independent contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST:

a. DEFINITIONS. "CA" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"CA and its affiliates" and "CA or its affiliates" refers to CA, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving CA, any entity into or with which CA subsequently merges or affiliates, or any other successor or assignee of CA.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on activities by CA and its affiliates, may either (i) result in an unfair competitive advantage to CA or its affiliates or (ii) impair CA's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on CAs, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES:

CA, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring Services performed during the preceding month.

12. PAYMENTS:

For firm-fixed price orders the ordering activity shall pay CA, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—



- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES:

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request, it being understood that CA shall make reasonable efforts to provide the individual represented under the resume. In the event such individual is not available a replacement individual with similar skill and experience levels will be provided.

14. INCIDENTAL SUPPORT COSTS:

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS:

The ordering activity may require that CA receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING:

A description of the types of Information Technology Services offered under SIN 132-51 is set forth under the Information Technology Professional Service Descriptions Section. Specific Labor Categories and Rates are set forth in the IT Professional Services Pricelist.



INFORMATION TECHNOLOGY PROFESSIONAL SERVICES DESCRIPTIONS

SENIOR PROJECT MANAGER

Position represents an individual qualified to provide technical and management guidance for multiple projects, complex solutions, or enterprise wide projects. Responsibilities include formulating work standards, assigning of work schedules, and the review work discrepancies. Supervise personnel, and communicate policies, purposes, and goals of the organization. Responsible for coordinating all project administrative matters and provide leadership for project objectives. Provides technical support to all tasks as a contributor. Responsible for the overall performance.

Primary Functions

- Evaluate project resources to determine proper technical assignment.
- Manage the resources assigned to the project.
- Manage the project in accordance with the Project Plan, making any relevant adjustments during the course of the project.
- Provide leadership guidance for project objectives.
- Establishing realistic expectations, and communicating in a timely manner with all clients about any deviation from the project plan.
- Establishing and reporting risk factors for enterprise or complex projects.
- Ensuring that quality is achieved during a project or trail.
- Ensuring that an appropriate architecture is produced and adhered to for each project.
- Ensure that resources assigned to the project account for their time as identified by the project.

Requirements

A Senior Project Manager will have a Bachelor Degree with a minimum of six (6) years of experience in Project Management with PMI/PMP Certification. Minimum Education: Bachelor's Degree. Four (4) years of Project Management experience may be substituted for the Bachelor Degree requirement

SENIOR ARCHITECT

Position represents a senior individual fully qualified to provide technical guidance, consultation, and direction on the broadest range of data processing application, environments, and systems. Provides innovative technical expertise in the design and development of a broad range of software systems and services, often serves as the chief systems architect in a systems development environment or as a direct consultant to a business client. Provides guidance and recommendations on interoperability for dependencies when utilizing a multiple solution approach or possesses specific expert knowledge of the internal data and processing of the systems architecture.

Primary Functions

- Acts as an internal/external technical consultant and reference source.
- Define high-level and low level architecture for proposed solutions.
- Create detailed architecture for implementation project.
- Provided architect and design for interoperability and interdependencies of multi solution efforts.
- Provide expert knowledge of internal structures and processes of designed systems.
- Provided QA review of design to be used for a client implementation.
- Mentoring architects and consultants on with advanced techniques when architecting a solution.
- Monitors/measures performance characteristics of software or services.
- Advises technical personnel on the conceptualization, development, implementation, and packaging software.
- Communicates current innovations and trends in software development to technical staff.
- May serve as chief architect for large or complex systems development.



- Conceptualizes and develops proposed solutions to business problems and client requirements.

Requirements

A Senior Architect will have a Bachelor Degree with a minimum of nine (9) years of experience in IT. Minimum Education. Bachelor's Degree. Four (4) years of IT experience may be substituted for the Bachelor Degree requirement

ASSOCIATE CONSULTANT

Position represents individuals who work under direct supervision of more senior, experienced implementation personnel modifying and maintaining operating systems environment software, including operating systems, system utility routines, and programmer productivity tools. May also work as part of a development team developing system level routines and utilities.

Primary Functions

- Install, modify, maintain, develop and document straightforward operating systems environment software for computer systems
- Implements solutions for clients under the direction of the Project Manager in accordance with the project plan.
- Install, document, and maintain basic level software obtained from users.
- Diagnose production operating systems environment problems and reports them to supervisor.
- Develop exit routines, code, test and debug same within range of responsibility and under supervision.
- Resolves routine operating systems environment software problems.

Requirements

An Associate Consultant will have:

- Associate Degree with a minimum of one (1) year of experience in IT.
- Minimum Education: Associate Degree. Two (2) years of IT experience may be substituted for the Associate Degree requirement.
- The Associate Consultant supports all CA Technologies, Products, and Services efforts.

CONSULTANT

Position represents a very senior individual fully qualified to provide technical guidance, consultation, and direction on the broadest range of data processing application, environments, and systems. Provides innovative technical expertise in the design and development of a broad range of software systems and services, often serves as the chief systems architect in a systems development environment or as a direct consultant to a business client.

Primary Functions

- Acts as an internal/external technical consultant and reference source.
- Monitors/measures performance characteristics of software or services.
- Advises technical personnel on the conceptualization, development, implementation, and packaging software.
- May prepare and present internal technical seminars.
- Plans strategies for improvement of software and services.
- Communicates current innovations and trends in software development to technical staff.
- May assist in coordination of education and documentation.
- May serve as chief architect for large or complex systems development.



- Conceptualizes and develops proposed solutions to business problems and client requirements.
- Develops technical papers and business/technical proposals in response to client or management requests.

Requirements

A Consultant will have:

- Bachelor Degree with a minimum of four (4) years of experience in IT.
- Minimum Education: Bachelor's Degree. Four (4) years of IT experience may be substituted for the Bachelor Degree requirement.
- The Consultant supports all CA Technologies, Products, and Services efforts.

SENIOR CONSULTANT

Position represents an individual of the highest technical skill and experience over a broad range of disciplines, environments, and applications within the data processing industry; or, the individual may possess unique skills and highly technical experience in a narrow field of data processing, that is, a specialist of the highest technical caliber. Provides assistance and recommendations to management and clients on a broad range of data processing, business, or technical related topics pertaining to the architectural design and development of applied systems and software services.

Primary Functions

- Analyzes corporate level data requirements and provides related data modeling.
- Reviews proposed applications development plans.
- Evaluates system design approaches.
- Conducts hardware/software comparative evaluations.
- May be a general technical trouble shooter.
- Acts as consultant in studying and recommending actions on a wide variety of technical areas, providing guidance to customer management.
 - Communicates current innovations and trends in software development to staff.
 - Researches and develops the architectural design to guide innovative software development.
 - Technical consultant and reference source.
 - Evaluate and audit computer center and systems operations.

Requirements

A Senior Consultant will have:

- Bachelor Degree with a minimum of six (6) years of experience in IT
- Minimum Education: Bachelor's Degree. Four (4) years of IT experience may be substituted for the Bachelor Degree requirement.
- The Senior Consultant supports all CA Technologies, Products, and Services efforts.

PROJECT MANAGER

Position represents an individual qualified to provide technical and management guidance. Responsible for formulating work standards, assigning of work schedules, and the review work discrepancies. Supervise personnel, and communicate policies, purposes, and goals of the organization. Responsible for coordinating all project administrative matters. Provides technical support to all tasks as a contributor. Responsible for the overall performance.

Primary Functions



- Evaluate project resources to determine proper technical assignment.
- Manage the resources assigned to the project.
- Manage the project in accordance with the Project Plan, making any relevant adjustments during the course of the project.
 - Establishing realistic expectations, and communicating in a timely manner with all clients about any deviation from the project plan.
 - Ensuring that quality is achieved during a project or trail.
 - Ensuring that an appropriate architecture is produced and adhered to for each project.
 - Ensure that resources assigned to the project account for their time as identified by the project.

Requirements

A Project Manager will have:

- Bachelor Degree with a minimum of four (4) years of experience in Project Management with PMI/PMP Certification
- Minimum Education: Bachelor's Degree. Four (4) years of Project Management experience may be substituted for the Bachelor Degree requirement.
- The Project Manager supports all CA Technologies, Products and Services efforts.
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ARCHITECT

Position represents a senior individual fully qualified to provide technical guidance, consultation, and direction on the broadest range of data processing application, environments, and systems. Provides innovative technical expertise in the design and development of a broad range of software systems and services, often serves as the chief systems architect in a systems development environment or as a direct consultant to a business client.

Primary Functions

- Acts as an internal/external technical consultant and reference source.
- Define high-level architecture for proposed solutions.
- Create detailed architecture for implementation project.
- Provided QA review of design to be used for a client implementation.
- Mentoring consultants on how to create architecture.
- Monitors/measures performance characteristics of software or services.
- Advises technical personnel on the conceptualization, development, implementation, and packaging software.
 - Communicates current innovations and trends in software development to technical staff.
 - May serve as chief architect for large or complex systems development.
 - Conceptualizes and develops proposed solutions to business problems and client requirements.

Requirements

An Architect will have:

- Bachelor Degree with a minimum of seven (7) years of experience in IT.
- Minimum Education: Bachelor's Degree. Four (4) years of IT experience may be substituted for the Bachelor Degree requirement
- The Architect supports all CA Technologies, Products, and Services effort.



INFORMATION TECHNOLOGY PROFESSIONAL SERVICES RATES

LABOR CATEGORY	GSA HOURLY RATE
Senior Project Manager	\$208.82
Senior Architect	\$242.82
Associate Consultant	\$113.35
Consultant	\$170.03
Senior Consultant	\$193.70
Project Manager	\$193.70
Architect	\$227.71



OPTIONAL LICENSING AND PRICING GUIDELINES

General CA Policies

This section describes general policies, including definitions of certain terms that CA applies as appropriate.

License Assignment and Change of Control

The consent of CA is ordinarily necessary for the assignment or transfer of a license for any software product. Additionally, the written consent of CA is required in any circumstance involving a change in the usage of the Licensed Program because of (i) a change of the entity having access to or use of products (such as when the licensee contracts for facility management or similar outsourcing or service bureau services) or (ii) the change of control of the licensee through a merger, consolidation or sale of the assets or stock of the licensee. In any of those situations (unless the applicable license expressly and unambiguously provides otherwise), consent shall be subject to the satisfaction of all applicable conditions, as follows:

- (a) All of CA's outstanding invoices to the licensee shall have been paid in full.
- (b) All Licensed Programs requested to be transferred shall be on active usage and maintenance or maintenance status, as applicable.
- (c) If a third party is involved (facility manager, purchaser of licensee's assets, etc.), all of CA's outstanding invoices to that third party shall also have been paid in full.
- (d) If the applicable original license agreement is different from the then-current CA contract form, a new, current license agreement must be executed. Site based licenses for mainframe products will be converted to CPU based licenses, without additional charge, based upon the CPU configuration immediately following the occurrence.
- (e) The licensee (and the successor licensee or facility manager) must warrant that the scope of usage of the software products will not be expanded beyond the existing operations of the original licensee and the terms of the applicable license agreement.
- (f) The license agreement period, payment terms, and other contractual obligations of the licensee under the original license agreement will generally remain the same, except as adjusted to reflect changes incident to the transfer (such as site/CPU licensing and CPU upgrades).
- (g) Where an assignee or other successor to the licensee is involved, such third party must also sign a separate license agreement governing confidentiality and access to CA products and related matters.

Despite the satisfaction of the above conditions, there are situations where for competitive, confidentiality or other reasons, a proposed transfer involving a specific facility manager, service bureau or corporate acquirer may not be approved.

Inasmuch as license agreements generally permit the licensee to use CA products only for the licensee's internal purposes to process only its own internal data, and restrict the licensee from giving access to such products to any third party, the use of CA products to provide data processing services to any third party is subject to different conditions. These situations must be agreed to by CA separate from the standard license agreement and the policies and procedures as set forth above.



Disaster Recovery

Disaster Recovery usage of a Licensed Program is permitted without charge in the following circumstances. If a licensee certifies in writing to CA that it has a bona fide disaster recovery plan with respect to the computer software programs used in its operations, it may make one copy of the Licensed Program for archival purposes and use that copy on a CPU other than the authorized CPU or at an installation site other than the licensed site, provided that such other CPU or installation site is owned or controlled by the licensee. The use of that archival copy shall be restricted: (i) for the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness (provided that the testing does not exceed one week in any three month period), and (ii) for the limited period after the occurrence of an actual disaster during which the licensee cannot operate the Licensed Program on the authorized CPU at the licensed installation site. CA may request further documentation with respect to its disaster recovery plan and procedures from time to time.

Licensing Of Test and Hot Sites

CA offers a supplemental license to authorize a licensee's operation of a Licensed Program at a second "live" location of the licensee for the sole purpose of duplicating the software environment of the primary licensed location on the express conditions that the license for the Licensed Program at the primary site remains current and in good standing, and that Test or Hot Site use does not include general access or any processing for program development or production. Testing may be done periodically to ensure uninterrupted, smooth production at the primary licensed location or that the Hot Site environment can function properly if the primary site is inoperable. The annual fee for restricted usage at a Test or Hot Site is equivalent to two times the then prevailing UMF, or MF as applicable, for each installed product.

Multi Core Processor Licensing

Every 2 cores within the multi-core processor will count as 1. Example. A quad-core processor for pricing and licensing purposes will be counted as 2 processors. A 1 core processor will count as 1 Processor.

Multiple Licensee Usage

Generally, under licenses entered into after November 1, 1992, the right to use or benefit from a Licensed Program is limited to the named licensee and its majority-owned subsidiaries. (Licenses entered into prior to that date are typically more restrictive.) Where multiple licensee usage is contemplated, such as in service bureau or outsourcing facilities that provide general data processing services, separate licenses are required for each licensee.

Definitions

License Renewal Types

Mainframe Products:

- **UMF.** The licensee has the right to usage and maintenance of the Licensed Program during the term of the agreement. Thereafter, the license automatically renews on the same terms and conditions, but subject to an annual usage and maintenance fee ("UMF").
- **Term.** The licensee has the right to usage and maintenance of the Licensed Program during the term of the agreement. Thereafter, the license automatically renews for the same period of time on the same terms and conditions, but subject to Licensee's payment of CA's then prevailing term license fee.

Distributed Products:

- **Perpetual.** The licensee has the right to use the Licensed Program for an indefinite period of time upon payment of the one-time license fee. If the licensee desires to receive maintenance and enhancement services, an additional annual maintenance fee is required. Continued usage of the Licensed Program on the



same terms does not require payment of a fee, but continued maintenance is subject to payment of CA's then prevailing annual maintenance fee.

- **Term.** The licensee has the right to usage and maintenance of the Licensed Program during the term of the agreement. Thereafter, the license automatically renews for the same period of time on the same terms and conditions, but subject to Licensee's payment of CA's then prevailing term license fee.

Site Definition

A "site" or "installation" is a data center of one or more CPUs conforming to the following conditions: Two or more CPUs will be considered part of the same site if (i) the CPUs are located in a single building, (ii) each CPU shares access to data storage and peripheral devices with one or more of the other CPUs without requiring any programming interface to another CPU, and (iii) the CPUs function as a data processing facility under common data processing operations supervision. Two or more CPUs will be considered multiple and separate sites where not all of the foregoing attributes of a single site are satisfied, regardless of (i) whether they occupy different floors or locations in the same building or share the same mailing location address, or (ii) the extent to which the CPUs are integrated within a network or serve a functional role as part of a larger data processing organization.

Pay Option Plan Descriptions

Depending on the Licensed Program, CA may offer all or some of the following pay options as an accommodation to the licensee and at CA's sole discretion.

- O1:** A one-time fee ("OTF"), inclusive of all charges for use and maintenance of the Licensed Program for a one-year period. Thereafter, continued usage and maintenance of the Licensed Program as provided in the agreement will be subject to payment of the then-prevailing annual usage and maintenance fee ("UMF").
- O2:** Two equal annual payments inclusive of all charges for usage and maintenance for a two-year period. Thereafter, continued usage and maintenance is subject to payment of the then-prevailing annual UMF.
- O3:** Three equal annual payments inclusive of all charges for usage and maintenance for a three-year period. Thereafter, continued usage and maintenance is subject to payment of the then-prevailing annual UMF.
- O9:** A single payment inclusive of all charges for usage and maintenance for a three-year period. Thereafter, continued usage and maintenance is subject to payment of the then-prevailing annual UMF.
- P0:** A one-time fee ("OTF") for usage of the product for an indefinite period.
- P1:** A one-time fee, inclusive of all charges for usage as well as maintenance for a one-year period. Thereafter, continued use shall not be subject to payment of a fee, but continued maintenance shall be subject to payment of the then-prevailing annual MF.
- P2:** Two equal annual payments, inclusive of all charges for usage as well as maintenance for a two-year period. Thereafter, continued use shall not be subject to payment of a fee, but continued maintenance shall be subject to payment of the then-prevailing annual MF.
- P3:** Three equal annual payments, inclusive of all charges for usage as well as maintenance for a three-year period. Thereafter, continued use shall not be subject to payment of a fee, but continued maintenance shall be subject to payment of the then-prevailing annual MF.
- P9:** A one-time fee, inclusive of all charges for usage as well as maintenance for a three-year period. Thereafter, continued use shall not be subject to payment of a fee, but continued maintenance shall be subject to payment of the then-prevailing annual MF.
- H0:** A single payment for a one-month term, inclusive of all charges for usage and maintenance for the one-month period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing H0 license fee.
- H1:** A single payment for a one-year term, inclusive of all charges for usage and maintenance for the one-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing H1 license fee.



- H2:** Two equal annual payments, inclusive of all charges for usage and maintenance for the two-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing H2 license fee.
- H3:** Three equal annual payments, inclusive of all charges for usage and maintenance for the three-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing H3 license fee.
- G0:** A single payment for a limited purpose such as services, upgrade, maintenance reinstatement, transfer fee, etc. without effecting any change in any existing license except as specifically set forth.

PRICING FOR MAINFRAME PRODUCTS

CA's Standard Licenses

CA's software products are not sold but rather made available to our customers under license agreements that specify the rights and obligations of each party. Software products covered by a valid contract are generally referred to herein as Licensed Programs. Licensed Programs are licensed for use in a specific computing environment, at a specific installation site, by a particular licensee and for its internal purposes to process its own data and not that of any other person or entity.

CA's standard license type for the mainframe products is an O1 Designated CPU license. "O1" refers to CA's standard payment option, described below. The basic CA license types offered for mainframe products are:

- **Designated CPU.** Under a typical Designated CPU license, the customer may use the Licensed Program on a single, designated CPU identified on a CA Order Form by operating system, manufacturer, model and serial number. The license fee for a Designated CPU license is determined by the particular "tier group" of the designated CPU. The tier groups typically reflect the processing power of the designated CPU. However, some CA products may be licensed for use on a non-tiered CPU basis.
- **MIPS Based License.** Such a license allows the customer to use the Licensed Program on one or more CPUs, limited by the aggregate MIPS rating of the CPUs covered by the license and the licensed operating system. The license imposes certain restrictions on movement of the programs between sites.

Standard Pay Option

The O1 License. Under CA's standard mainframe product pay option, known as an O1, the customer pays a one-time fee ("OTF"), inclusive of all charges for usage and maintenance of the Licensed Program for a one-year period. Thereafter, continued usage and maintenance of the Licensed Program is subject to an annual usage and maintenance fee ("UMF"). The calculation of an O1 OTF is described below.



Designated CPU Pricing

Calculating an O1 Designated CPU Product License Fee

Formula:

$$\text{One-Time Fee} = \text{Base License Fee} * \text{Tier Price Multiplier Factor}$$

1. Determine the **Base License Fee** and **Price Table Reference** for the product by looking up the product in the applicable Mainframe Product List – Pricing under the **LICENSE FEES and TABLE REF** columns (the applicable Mainframe Product List – Pricing can be accessed through the Pricing Portal). (For example, for eTrust ACF2 Security for MVS the Base License Fee is \$65,070 and the Price Table Reference is 45.)
2. Determine the **CPU Tier Group** (such as DD or EE) for the CPU model on which the product will be installed by looking up the CPU model in the Pricing Calculator or on the Pricing Portal).
3. Using the Tier Price Multiplier Factor Tables below, determine the **Tier Price Multiplier Factor** (or “Multiplier”) for the applicable Tier Group by matching the Tier Group with the Table reference. (For example, for ACF2 for MVS, with a Table Reference of 45, to be installed on a Group EE machine, the Multiplier is 1.20.)
4. Calculate the One-Time Fee by multiplying the **Base License Fee** by the Multiplier. (For example, ACF2 for MVS to be installed on a Group EE machine, the Base License Fee is \$71,043 and the Multiplier is 1.20, so the One-Time Fee is \$71,043 times 1.20, or \$85,251.60.)

Pricing Multiplier Factor Tables

The **tier pricing multiplier factor** is the number by which you must multiply the Base License Fee to determine the O1 One-Time Fee for a product on the designated CPU. That factor is determined in accordance with the following tables:

Table Ref Code	10	20	30	40	50	60	70	80	90	100	110	120
	AA	BB	CC	DD	EE	FF	GG	HH	JJ	KK	LL	MM
10	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
44	0.60	0.80	1.00	1.40	1.60	1.90	2.50	3.30	4.00	5.00	5.5625	6.6875
45	0.40	0.60	0.70	1.00	1.20	1.40	1.80	2.40	2.90	3.50	3.9	4.7
54	0.40	0.90	1.00	1.40	1.60	1.90	2.50	3.30	4.00	5.00	5.5625	6.6875
55	0.80	0.80	0.90	1.00	1.30	1.40	1.80	2.40	2.90	3.50	3.9	4.7
64	0.60	1.00	1.00	1.40	1.60	1.90	2.50	3.30	4.00	5.00	5.5625	6.6875
65	0.60	0.70	0.80	1.00	1.20	1.40	1.80	2.40	2.90	3.50	3.9	4.7
74	0.50	0.90	1.00	1.40	1.60	1.90	2.50	3.30	4.00	5.00	5.5625	6.6875
75	0.80	0.80	0.90	1.00	1.40	1.40	1.80	2.40	2.90	3.50	3.9	4.7
85	0.40	0.80	0.90	1.00	1.40	1.40	1.80	2.40	2.90	3.50	3.9	4.7
95	0.75	0.75	0.85	1.00	1.40	1.40	1.80	2.40	2.90	3.50	3.9	4.7
AP	1.00	1.10	1.15	1.18	1.25	1.28	1.35	1.40	1.45	1.50	1.55	1.65
4S	0.85	0.85	0.85	1.00	1.05	1.10	1.20	1.30	1.40	1.50	1.615	1.845



Table Ref Code	10	20	30	40	50	60	70	80	90	100	110	120
	AA	BB	CC	DD	EE	FF	GG	HH	JJ	KK	LL	MM
BN	0.60	0.75	0.90	1.00	1.20	1.40	1.75	2.05	2.20	2.45	2.725	3.275
BP	1.00	1.05	1.10	1.20	1.25	1.30	1.50	1.85	2.05	2.40	2.65	3.15
BR	0.35	0.75	0.90	1.00	1.20	1.35	1.75	2.20	2.45	2.80	3.125	3.775
BT	0.55	0.70	0.90	1.00	1.15	1.35	1.60	1.85	1.95	2.15	2.3	2.6

Table Ref Code	130	140	150	160	170	180	190	200	210	220	230	240
	NN	OO	PP	QQ	RR	SS	TT	UU	VV	WW	XX	YY
10	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
44	7.812 5	8.937 5	10	11	12.75	15.08 4	17.33 4	19.58 4	21.83 4	25.2	27.45	34.2
45	5.5	6.3	7.06	7.78	9.04	10.72 4	12.34 9	13.97 4	15.59 9	18.03	19.65 5	24.53
54	7.812 5	8.937 5	10	11	12.75	15.08 4	17.33 4	19.58 4	21.83 4	25.2	27.45	34.2
55	5.5	6.3	7.06	7.78	9.04	10.72 4	12.34 9	13.97 4	15.59 9	18.03	19.65 5	24.53
64	7.812 5	8.937 5	10	11	12.75	15.08 4	17.33 4	19.58 4	21.83 4	25.2	27.45	34.2
65	5.5	6.3	7.06	7.78	9.04	10.72 4	12.34 9	13.97 4	15.59 9	18.03	19.65 5	24.53
74	7.812 5	8.937 5	10	11	12.75	15.08 4	17.33 4	19.58 4	21.83 4	25.2	27.45	34.2
75	5.5	6.3	7.06	7.78	9.04	10.72 4	12.34 9	13.97 4	15.59 9	18.03	19.65 5	24.53
85	5.5	6.3	7.06	7.78	9.04	10.72 4	12.34 9	13.97 4	15.59 9	18.03	19.65 5	24.53
95	5.5	6.3	7.06	7.78	9.04	10.72 4	12.34 9	13.97 4	15.59 9	18.03	19.65 5	24.53
AP	1.75	1.85	1.947 5	2.042 5	2.2087 5	2.438 4	2.663 4	2.888 4	3.113 4	3.45	3.675	4.35
4S	2.075	2.305	2.5	2.7	3.05	3.481 6	3.881 6	4.281 6	4.681 6	5.28	5.68	6.88
BN	3.825	4.375	4.9	5.4	6.275	7.442	8.567	9.692	10.81 7	12.5	13.62 5	17
BP	3.65	4.15	4.625	5.075	5.8625	6.904	7.904	8.904	9.904	11.4	12.4	15.4
BR	4.425	5.075	5.7	6.3	7.35	8.768	10.14 3	11.51 8	12.89 3	14.95	16.32 5	20.45
BT	2.9	3.2	3.475	3.725	4.1625	4.702	5.202	5.702	6.202	6.95	7.45	8.95

VTAPE Pricing

Pricing for CA-VTAPE Virtual Tape System is based on the number of Virtual Tape Devices (VTDs) to be licensed. The Base License Fee of \$4,694 reflected on the Pricing Portal is the price per VTD. To calculate the O1 One-Time Fee, multiply the number of VTDs to be licensed by the Base License Fee of \$4,694.00.

Usage and Maintenance Fees

The UMF is the annual usage and maintenance fee payable under all licenses on an O1, O2, O3 or O9 payment option plan after expiration of the initial one, two or three year term during which the fees for usage and maintenance are included in the one-time fee or annual fee as applicable. After expiration of the initial term,



payment of the annual UMF gives the customer the right to continue using the product and receiving maintenance and enhancement services. Without payment of the UMF, the license will terminate and the customer may not retain the product after expiration of the initial term.

Calculating UMF

Formula:

One-Time Fee for an O1 License * UMF %

Multiply the One-Time Fee for an O1 license for the product by the UMF % for the product listed in the applicable Mainframe Product List – Pricing in the **UMF% RATE** column (the applicable Mainframe Product List – Pricing can be accessed from the Pricing Portal). (For example, for ACF2 for MVS installed on a Group EE machine, with a One-Time Fee for an O1 license of \$85,251.60, the annual UMF is 15% of \$85,251.60, or \$12,787.74) Then apply the then prevailing GSA UMF Discount.

MIPS Based Licenses

Under a MIPS based license, the licensee may use the software on any number of CPUs or within any Sysplex environment, subject only to the agreed Licensed MIPS Capacity. Licensed Programs operating in a Parallel Sysplex environment must be licensed on a MIPS basis. The total MIPS of the Parallel Sysplex environment must be accounted for within the Licensed MIPS Capacity. The MIPS based license is especially suitable for customers that seek a high degree of flexibility in adapting to changing environments and requirements. Special conditions applicable to a MIPS based license include:

- The license fee includes usage and maintenance of the Licensed Programs during the agreed initial term. Thereafter, the UMF is determined annually based on then-prevailing MIPS based prices.
- The MIPS rating of each CPU is based on CA's schedule.
- The licensee must enroll in SupportConnect.
- All previous licenses for the Licensed Programs are canceled. Contracted payment obligations under those previous licenses must be satisfied.
- The total number of MIPS licensed may exceed those actually installed in order to allow for reasonable growth.
- MIPS based licensing is generally not available for third party, facility management, service bureau or similar usage.

MIPS Based Pricing Calculations

MIPS based license fees is calculated by multiplying the Base License Fee by the Factor of the applicable Table Reference below by the Number of MIPS being licensed.

Pricing Example: 3000 MIPS for CA 1 Tape Management, Base License Fee \$48,213, Table Reference 45

Pricing will be calculated as follows:

\$48,213.00 (Base License Fee) X .0096 (Factor of Table 45) = \$462.84 (rounded to 2 decimal places)

And then...

\$462.84 X 3000 (Number of MIPS being licensed) = \$1,388,520.00

Table Reference	Factor
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10	0.004
44	0.0238
45	0.0096
54	0.0238
55	0.0096
64	0.0238
65	0.0096
74	0.0132
75	0.0096
85	0.0096
95	0.0096
4S	0.0052
AP	0.0056
BN	0.0082
BP	0.0074
BR	0.0088
BT	0.0074

MIPS Based Conversion

Existing CPU or site licenses may be converted to MIPS based licenses if the Licensed Program is under active maintenance in the name and for the benefit of the current licensee.

MIPS Based Expansion

The Licensed MIPS Capacity and the authorized sites under a MIPS based license can be expanded by payment of a supplemental license fee (as well as a UMF adjustment), calculated as follows:

- (a) **For MVS products.** Additional MIPS may be added in multiples of 10 MIPS, with the license fee adjustment for the additional MIPS calculated by multiplying the desired incremental number of MIPS by .4% (0.004) times the published O1 license fee applicable to tier Group HH for the Licensed Program. The UMF adjustment is calculated by multiplying the license fee for the additional MIPS by the UMF rate for the Licensed Program. The UMF is prorated for the year of the MIPS increase and charged annually thereafter through the term of the agreement.

If additional sites are added, the license fee adjustment for the additional sites is calculated by multiplying the desired number of additional sites by the published O1 license fee applicable to tier Group CC for the Licensed Program.

- (b) **For VSE and VM products.** Additional MIPS may be added in multiples of 5 MIPS, with the license fee adjustment for the additional MIPS calculated by multiplying the desired incremental number of MIPS by 2% (0.02) times the published O1 license fee applicable to tier Group DD for the Licensed Program. The UMF adjustment is calculated by multiplying the license fee for the additional MIPS by the UMF rate for the Licensed Program. The UMF is prorated for the year of the MIPS increase and charged annually thereafter through the term of the agreement.

If additional sites are added, the license fee adjustment for the additional sites is calculated by multiplying the desired number of additional sites by the published license fee applicable to tier Group BB for the Licensed Program.



General CA Policies for Mainframe Products

This section describes general policies, including definitions of certain terms CA applies as appropriate.

Pricing For Additional CPUs

A customer may license a Licensed Program for use on additional designated CPUs at a single installation at a 40% discount off license fees, provided that the customer already has a license to run at least one copy of the Licensed Program on a CPU on the highest CPU group at the installation. Maintenance renewal fees are to be based off full boat price.

Parallel Sysplex, MSF, VSF and Linux

Certain technology offered by IBM, Amdahl and Hitachi allows for coupling and/or partitioning of a CPU into various configurations. Licensed Programs operating in a Parallel Sysplex environment must be licensed on a MIPS basis. The total MIPS of the Parallel Sysplex must be accounted for within the Licensed MIPS Capacity. Licensed Programs operating in a non-Parallel Sysplex environment, including an LPAR, VPAR, VIF, VM, MSF or VSF environment can be licensed either on a designated CPU or MIPS basis, but all MIPS on all activated processors within a CPU must be licensed, regardless of the partitioning or configuration of processors within the CPU.

In the event that a CPU is configured with the Integrated Facility for Linux ("IFL"), the MIPS dedicated to such a Physical Partition (defined as a manufacturer-designated portion of a CPU or processor which is physically separate and distinct from all other portions of the CPU or processor) will not be included in the MIPS based license for any mainframe products provided that the Physical Partition is: a) running solely the Linux operating system; and b) not executing any Licensed Program. Current customers may utilize previously licensed VM Management products (or a suite of products) to manage Linux workloads executing on Integrated Facility for Linux (IFL) or General Purpose Engines by licensing the total MIPS capacity associated with those engines. The MIPS capacity of the IFL or General Purpose Engine is not included in the MIPS calculation for any other mainframe products (z/OS or z/VSE) not running on the designated General Purpose or IFL Engine.

zAAP Processors

In the event that a CPU is configured with the zSeries Application Assist Processor (zAAP) capability, the processing capabilities, or MIPS, dedicated to such a Physical Partition (defined as a manufacturer designated portion of a CPU or processor which is physically separate and distinct from all other portions of the processor or CPU, and identified with such a zSeries Application Assist Processor) will not be included in the MIPS calculation or MIPS based license for any mainframe License Program, provided that the physical partition is solely running Java workloads.

zIIP Processors

In the event that a CPU is configured with the zSeries Integrated Information Processor (zIIP) capability, the processing capabilities, or MIPS, dedicated to such a Physical Partition (defined as a manufacturer designated portion of a CPU or processor which is physically separate and distinct from all other portions of the processor or CPU, and identified with such a zSeries Integrated Information Processor) will not be included in the MIPS calculation or MIPS based license for any mainframe License Program, provided that the physical partition is solely running zIIP-eligible workloads.

Upgrades of Designated CPU Licenses

Licensed Programs licensed for use on a designated CPU may be upgraded to a higher tier group at any time during the term of the agreement. The expiration date of the term of the license or the usage and maintenance period shall continue to apply to the license for use on a replacement CPU in the upgraded tier group, and annual



usage and maintenance fees shall be separately adjusted on a pro rata basis for the balance of the then-current period. The fee for such an upgrade shall be determined as follows:

- (a) If the previously authorized license is under Option O1, the one-time upgrade fee shall be the then-prevailing difference between the O1 one-time fee applicable to the previously authorized group and the O1 one-time fee applicable to the upgraded group. Thereafter, the annual UMF shall be at the rate applicable to the upgraded license.
- (b) If the previously authorized license is under Option O2 or O3, the upgrade fee shall be the then-prevailing difference between the O1 one-time fee applicable to the previously authorized group and the O1 one-time fee applicable to the upgraded group, plus in each year of the term following the upgrade, a UMF equal to the difference between the annual UMF for the previously authorized group and the annual UMF for the upgraded group. Upon expiration of the term, the annual UMF shall be at the rate applicable to the upgraded license.
- (c) If the previously authorized license is under Option O9, the one-time upgrade fee shall be the then-prevailing difference between the O1 one-time fee applicable to the previously authorized group and the O1 one-time fee applicable to the upgraded group, plus for each full year remaining in the term following the upgrade, a UMF equal to the difference between the annual UMF for the previously authorized group and the annual UMF for the upgraded group. Upon expiration of the term, the annual UMF shall be at the rate applicable to the upgraded license.
- (d) If the previously authorized license is under Option H0, the monthly payments subsequent to the occurrence of the upgrade shall be adjusted to the rate applicable to the upgraded license.
- (e) If the previously authorized license is under Option H1, H2 or H3, the annual upgrade fee shall be the then-prevailing difference between the annual payment applicable to the previously authorized group and the annual payment applicable to the upgraded group, based on the respective Options, and prorated for the year of the upgrade. Upon renewal, annual payments shall be at the rate applicable to the upgraded license.

PRICING FOR DISTRIBUTED PRODUCTS

CA's Standard Licenses

CA's software products are not sold but rather made available to our customers under license agreements that specify the rights and obligations of each party. Software products covered by a valid contract are generally referred to herein as Licensed Programs. Licensed Programs are ordinarily licensed for use in a specific computing environment, at a specific installation site, by a particular licensee and for its internal purposes to process its own data and not that of any other person or entity.

CA provides various licensing options, depending on the product. The Distributed Products are generally available as instance-based or tiered server-based licenses as reflected in the applicable Distributed Product List - Pricing.

- **Instance-Based License.** Under an instance-based license, the customer may use the Distributed Program based upon the defined event or occurrence for which the customer is licensed. Use of each Distributed Program is limited to a predetermined, specified applicable "instance." Depending on the Distributed Program licensed, the applicable "instance basis" may be a user, concurrent user, device, node, server, user pack or any other instance type as reflected in the applicable Distributed Product List. Each Distributed Program must be licensed for use with a specific operating system.
- **Tiered Server-Based License.** Under a tiered server-based license, the customer may use the Distributed Program on a single, designated server within a designated tier. However, some products may be licensed for use on a non-tiered server basis as reflected in the applicable Distributed Product List - Pricing. Each Distributed Program must be licensed for use with a specific operating system.

For other products and under some circumstances, CA may offer other types of licenses. The above descriptions do not address every term of CA's software licenses, nor do they establish the terms for any particular use of CA



software. In every instance, use of CA software is governed by the terms of the license agreement actually in place.

Standard Pay Option

The P0 License. Under CA's standard distributed product pay option, known as a P0, the customer pays a one-time fee ("OTF") for usage of the product for an indefinite period. If the customer elects to receive maintenance, an additional annual maintenance fee is charged. The calculation of a P0 OTF is described below.



Tiered Server Pricing

Calculating a P0 Tiered Server Product License Fee

Formula:

$$\text{One-Time Fee} = \text{Base License Fee} * \text{Quantity}$$

1. Determine the license type for the product by looking up the product on the applicable Distributed Product List – Pricing (the Distributed Product List – Pricing can be accessed through the Pricing Portal).
2. Determine the Tier for each server to be licensed by looking up the specific model and configuration of each server in the Configurator or on the Pricing Portal.
3. Determine the **Base License Fee** for the product by looking up the fee at the intersection of the product and server Tier in the applicable Distributed Product List – Pricing. (For example, for Advantage Data Transport on a Tier 4, the Base License Fee is \$17,468.)
4. Determine the One-Time Fee for the product on each server Tier by multiplying the quantity of each server Tier to be licensed by the Base License Fee for the product on each server Tier. (For example, Advantage Data Transport on two Tier 4 servers, the One-Time Fee would be \$17,468 x 2 or \$34,936.)
5. Determine the One-Time Fee for the product by totaling the fees to license the product on each server Tier.

Server Tiers

Server tiers can be found in the Configurator and on the Pricing Portal.

Desktop Tiers

Determine the Tier of a Desktop by answering the following two questions: (1) Is the customer running Linux, Win95, Win98, WinNT/Workstation, Win2000 Professional, WinME, Windows XP or Windows XP Professional; and (2) Does the machine have only a single processor?

If the answer to both questions is YES, then the machine is a Tier 0

If the answer to one or both questions is NO, then the machine is a Tier 1



Instanced-Based Pricing

Calculating a P0 Instance-Based License Fee

Formula:

$$\text{One-Time Fee} = \text{Per Instance Fee} * \text{Quantity}$$

1. Determine the number of instances to be licensed.
2. Determine the **Per Instance Fee** for the product by looking the product up in the applicable Distributed Product List – Pricing under the **Per Instance Fee** column (the applicable Distributed Product List – Pricing can be accessed through the Pricing Portal). (For example, for CleverPath Forest & Trees, the Per Instance Fee is \$976.)
3. Calculate the One-Time Fee for the product by multiplying the Per Instance Fee by the quantity of instances to be licensed. (For example, the One-Time Fee for CleverPath Forest & Trees for 100 users would be \$976 x 100 users or \$97,600.)

Maintenance Fees

CA's Distributed Products are generally licensed on a "perpetual" basis – payment of the license fee provides for indefinite use of the Licensed Program (subject to the terms and conditions of the license), but maintenance is provided only upon payment of an annual maintenance fee ("MF"). The MF is equal to the initial Net License Fee, multiplied by the then prevailing maintenance rate for the Distributed Product. The maintenance rate for the Distributed Products is 20% unless otherwise mentioned in the applicable Distributed Product List.

Calculating MF

$$\text{MF} = \text{Net License Fee} * 20\%$$

Multiply the Net License Fee for the product by 20%. (For example, for Advantage Data Transport on two Tier 4 servers with a Net License Fee of \$34,936, the annual MF is 20% of \$34,936, or an additional \$6,987.20.)

General CA Policies for Distributed Products

This section describes general policies, including definitions of certain terms CA applies as appropriate.

Upgrades of Tiered Server Licenses

Distributed Programs based on a Tiered Server license type may be upgraded to a higher tier at any time during the term of the agreement. The expiration date of the term of the agreement or maintenance period shall continue to apply to the license for use on the upgraded tier and annual maintenance fees, if applicable, shall be separately adjusted on a pro rata basis for the balance of the then-current period. The fee for such an upgrade shall be determined as follows:

- (a) If the previously authorized license is under Option P0 or P1, the one-time upgrade fee shall be the then-prevailing difference between the P0 or P1 one-time fee applicable to the previously authorized tier and the P0 or P1 one-time fee applicable to the upgraded tier. Thereafter, if applicable, the annual MF shall be at the rate applicable to the upgraded license.
- (b) If the previously authorized license is under Option P2 or P3, the upgrade fee shall be the then-prevailing difference between the P0 one-time fee applicable to the previously authorized tier and the P0 one-time fee applicable to the upgraded tier, plus an MF equal to the difference between the annual MF applicable to the previously authorized tier and the annual MF for the upgraded tier, pro-



rated for the number of months remaining in the term. After expiration of the term, the annual MF, if applicable, shall be at the rate applicable to the upgraded license.

- (c) If the previously authorized license is under Option P9, the one-time upgrade fee shall be the then-prevailing difference between the P0 one-time fee applicable to the previously authorized tier and the P0 one-time fee applicable to the upgraded tier, plus an MF equal to the difference between the annual MF applicable to the previously authorized tier and the annual MF for the upgraded tier, prorated for the number of months remaining in the term. After expiration of the term, the annual MF, if applicable, shall be at the rate applicable to the upgraded license.
- (d) If the previously authorized license is under Option H0, the monthly payments subsequent to the occurrence of the upgrade shall be adjusted to the rate applicable to the upgraded license.
- (e) If the previously authorized license is under Option H1, H2 or H3, the annual upgrade fee shall be the then-prevailing difference between the annual payment applicable to the previously authorized tier and the annual payment applicable to the upgraded tier, based on the respective Options, and prorated for the year of the upgrade. Upon renewal, annual payments shall be at the rate applicable to the upgraded license.

PRICING FOR SPECIAL DISTRIBUTED PRODUCTS

Products / Product Families

CA 2E Product Family
Advantage CA-MLINK
CA-XCOM Data Transport

CA Pan/LCM Product Family
CA Output Management Product Family
CA Output Management Document Viewer

CA's Standard Licenses

CA's software products are not sold but rather made available to our customers under license agreements that specify the rights and obligations of each party. Software products covered by a valid contract are generally referred to herein as Licensed Programs. Licensed Programs are ordinarily licensed for use in a specific computing environment, at a specific installation site, by a particular licensee and for its internal purposes to process its own data and not that of any other person or entity.

CA provides various licensing options, depending on the product. The Special Distributed Products are generally available as user-based or server based licenses, as defined below.

- **User-Based License.** Under a user-based license, the customer may use the Licensed Program by or for the agreed number of licensed users. The Special Distributed Product must be licensed for use with a specific operating system.
- **Designated Server License.** Under a designated server license, the customer may use the Special Distributed Product on a single, designated server identified in the license agreement. The Licensed Programs must be licensed for use with a specific operating system.

For other products and under some circumstances, CA may offer other types of licenses. The above descriptions do not address every term of CA's software licenses, nor do they establish the terms for any particular use of CA software. In every instance, use of CA software is governed by the terms of the license agreement actually in place.

Standard Pay Option

The P0 License. Under CA's standard distributed product pay option, known as a P0, the customer pays a one-time fee ("OTF") for usage of the product for an indefinite period. If the customer elects to receive maintenance, an additional annual maintenance fee is charged. The calculation of a P0 OTF is described below.

Designated Server Pricing



Calculating a P0 Designated Server Product License Fee

Formula:

$$\text{One-Time Fee} = \text{Base License Fee} * \text{Tier Price Multiplier Factor}$$

1. Determine the **Base License Fee** and **Price Table Reference** for the product by looking up the product in the Special Distributed Product List under the **LICENSE FEES and TABLE REF** columns (the Special Distributed Product List can be accessed for each product brand through the Pricing Portal). (For example, for CA XCOM for Alpha/VMS the Base License Fee is \$5,002 and the Price Table Reference is X3.)
2. Determine the **CPU Tier Group** (such as E or F) for the CPU model on which the product will be installed by looking up the CPU model in the Pricing Calculator or on the Pricing Portal.
3. Using the Tier Price Multiplier Factor Tables below, determine the **Tier Price Multiplier Factor** (or "Multiplier") for the applicable Tier Group by matching the Tier Group with the Table reference. (For example, for CA XCOM for Alpha/VMS, with a Table Reference of X3, to be installed on a Group G server, the Multiplier is 1.2.)
4. Calculate the One-Time Fee by multiplying the **Base License Fee** by the Multiplier. (For example, for CA XCOM for Alpha/VMS to be installed on a Group G server, the Base License Fee is \$5,002 and the Multiplier is 1.2, so the One-Time Fee is \$5,002 times 1.2, or \$6,002)

Tier Price Multiplier Factor Tables

The **tier pricing multiplier factor** is the number by which you must multiply the Base License Fee to determine the P0 One-Time Fee for a product.

Table Ref Code	10	20	30	40	50	60	70	80	90	100	110
	A	B	C	D	E	F	G	H	J	K	L
<u>05</u>	1.00	1.00	1.00	1.25	1.80	1.90	2.00	2.10	2.20	2.30	2.30
<u>X4</u>	0.60	0.73	1.00	1.40	2.00	2.50	3.00	3.75	4.50	5.50	6.50



Table Ref Code	B	C	D	E	F	G	H	J	K	L	M	N	Q	S	T	U	V	W
	5	10	15	18	20	30	40	50	60	70	80	90	100	110	120	130	140	150
80	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
GX	0.30	0.55	0.60	1.00	2.85	3.90	4.90	5.40	5.50	5.70	6.30	6.50	6.55	6.60	7.59	8.58	10.12	
NX	0.15	0.30	0.60	1.00	1.20	1.40	1.60	1.80	2.00	2.20	2.40	2.60	2.80	3.00	3.20	3.40	3.60	
VX	0.15	0.30	0.60	1.00	1.20	1.40	2.20	2.64	3.15	3.60	3.88	4.15	4.50	4.80	5.52	6.24	7.36	
XV	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
X1	0.15	0.30	0.50	0.80	1.00	1.10	1.30	1.50	1.70	1.90	2.10	2.30	2.50	3.00	3.50	4.00	4.50	5.00
X3	0.30	0.45	0.60	0.80	1.00	1.20	1.40	1.60	1.80	2.00	2.50	3.00	3.50	4.00	4.50	5.00	6.00	

User Pricing

Calculating a P0 User-Based Product License Fee

To calculate:

1. Determine the number of Users to be licensed.
2. Determine the **User-Based License Fee** and the **Price Reference Table** for the product in the Special Distributed Product List in the **LICENSE FEES** and **TABLE REF** columns (the Special Distributed Product List for each product brand can be accessed through the Pricing Portal).
3. Calculate the One-Time Fee for each User Range based on the Factor Tables (see below), starting with the first one up to the range containing the number of Licensed Users.
4. Total the License Fees for each of the User Ranges from step 3.

User-Based License Fee Calculation Example

The **user pricing multiplier factor** is the number by which you must multiply the User-Based License Fee to determine the One-Time Fee for a product.

The User-Based License Fee for **CA XCOM Data Transport for Windows Family Professional** for 23 users is \$11,648 and it is calculated as follows:

Using the following formula and the information from the CA Special Distributed Product List and User-Based Factor Tables (shown below), calculate the P0 one-time fee for each of the applicable User Ranges. The table below illustrates how to calculate the license fee for 23 users for **CA XCOM Data Transport for Windows Family Professional**.

Formula: Number Of Users * User-Based License Fee * Multiplier Factor

- Number of Licensed Users = 52
- User Based License Fee = \$728
- Price Table = X2



User Range	Number of Users	Multiplier Factor	User-Based License Fee	Total User License Fee
1-2	2	1.0000	728	\$1,456
3-9	7	0.75000	728	\$3,822
10-24	14	0.62500	728	\$6,370
Total	23			\$11,648

User-Based Factor Tables

Price Table		L1	X2
User Range		License Fee Factor	License Fee factor
1	2	1.00000	1.00000
3	9	1.00000	0.75000
10	24	1.00000	0.62500
25	49	0.87750	0.50000
50	99	0.76180	0.37500
100	249	0.66740	0.31250
250	499	0.58032	0.25000
500	999	0.50016	0.15000
1000	2499	0.42008	0.12500
2500	4999	0.10016	0.07500
5000	9999	0.36001	0.06250
10000	+	0.36001	0.05000

Price Table L3		
Targets Per Server		License Fee Factor
1	50	1.00000
51	100	1.50000
101	250	0.76000
251	500	0.36673
501	1000	0.36665
1001	2500	0.17778
2501	5000	0.16000
5001	10000	0.12000
10001	20000	0.08333
20001	40000	0.01894
40001	+	0.00253

Price Table DV		
User Range		License Fee Factor
1	9	1.00000
10	49	0.66000
50	99	0.31000
100	499	0.24000
500	999	0.15000
1000	99999	0.05000

Maintenance Fees



CA's Special Distributed Products are generally licensed on a "perpetual" basis – payment of the one-time fee provides for indefinite use of the Special Distributed Products (subject to the terms and conditions of the license), but maintenance is provided only upon payment of an annual maintenance fee ("MF"). The MF is equal to the then prevailing P0 one-time fee multiplied by the then prevailing maintenance rate for the Special Distributed Products. The maintenance rate for the Special Distributed Products is 20%.

Calculating MF

$$MF = \text{Net License Fee} * MF \%$$

Multiply the Net License Fee for the product by the MF % for the product listed in the Special Distributed Product List under the **Maint. Fee %** column (the Special Distributed Product List for each product brand can be accessed through the Pricing Portal). (For example, for CA XCOM for Alpha/VMS installed on a Group G server, with a Net License Fee of \$5,002, the annual MF is 20% of \$5,002 or an additional \$1,000.40)

General CA Policies for Special Distributed Products

This section describes general policies, including definitions of certain terms CA applies as appropriate.

Upgrades of Designated Server Licenses

Special Distributed Programs based on a designated server license type may be upgraded to a higher tier group at any time during the term of the agreement. The expiration date of the term of the agreement or maintenance period shall continue to apply to the license for use on the upgraded tier group and annual maintenance fees, if applicable, shall be separately adjusted on a pro rata basis for the balance of the then-current period. The fee for such an upgrade shall be determined as follows:

- (a) If the previously authorized license is under Option P0 or P1, the one-time upgrade fee shall be the then-prevailing difference between the P0 or P1 one-time fee applicable to the previously authorized group and the P0 or P1 one-time fee applicable to the upgraded group. Thereafter, if applicable, the annual MF shall be at the rate applicable to the upgraded license.
- (b) If the previously authorized license is under Option P2 or P3, the upgrade fee shall be the then-prevailing difference between the P0 one-time fee applicable to the previously authorized group and the P0 one-time fee applicable to the upgraded group, plus an MF equal to the difference between the annual MF applicable to the previously authorized group and annual MF applicable to the upgraded group, pro-rated for the year of the upgrade and payable in full for each full year remaining in the term. After expiration of the term, the annual MF, if applicable, shall be at the rate applicable to the upgraded license.
- (c) If the previously authorized license is under Option P9, the one-time upgrade fee shall be the then-prevailing difference between the P0 one-time fee applicable to the previously authorized tier and the P0 one-time fee applicable to the upgraded tier, plus an MF equal to the difference between the annual MF applicable to the previously authorized tier and the annual MF for the upgraded tier, pro-rated for the number of months remaining in the term. After expiration of the term, the annual MF, if applicable, shall be at the rate applicable to the upgraded license.
- (d) If the previously authorized license is under Option H0, the monthly payments subsequent to the occurrence of the upgrade shall be adjusted to the rate applicable to the upgraded license.
- (e) If the previously authorized license is under Option H1, H2 or H3, the annual upgrade fee shall be the then-prevailing difference between the annual payment applicable to the previously authorized group and the annual payment applicable to the upgraded group, based on the respective Options, and prorated for the year of the upgrade. Upon renewal, annual payments shall be at the rate applicable to the upgraded license.



PRICING FOR DISTRIBUTED PRODUCTS WITH A 40% MAINTENANCE RATE

Products / Product Families

Internet Security Products
CA SAN Designer

CA's Standard Licenses

CA's software products are not sold but rather made available to our customers under license agreements that specify the rights and obligations of each party. Software products covered by a valid contract are generally referred to herein as Licensed Programs. Licensed Programs are ordinarily licensed for use in a specific computing environment, at a specific installation site, by a particular licensee and for its internal purposes to process its own data and not that of any other person or entity.

CA provides various licensing options, depending on the product. The products named above are generally available as instance-based licenses as reflected in the Distributed product list.

- **Instance-Based License.** Under an instance-based license, the customer may use the distributed program based upon the defined event or occurrence for which the customer is licensed. Use of each distributed program is limited to a predetermined, specified applicable "instance." Depending on the distributed program licensed, the applicable "instance basis" may be a user, concurrent user, device, node, server, user pack or any other instance type as reflected in the applicable Distributed Product List. The named products are licensed on a user basis. Each distributed program must be licensed for use with a specific operating system.

For other products and under some circumstances, CA may offer other types of licenses. The above description does not address every term of CA's software licenses, nor does it establish the terms for any particular use of CA software. In every instance, use of CA software is governed by the terms of the license agreement actually in place.

Standard Pay Option

The P1 License. Under CA's P1 pay option, the customer pays a one-time fee ("OTF") for usage of the product for an indefinite period, inclusive of annual maintenance for the first year. If the customer elects to receive maintenance after the first year, an annual maintenance fee is charged. The calculation of a P1 OTF for the named products is described below.



User-Based Pricing

Calculating a P1 User-Based License Fee for the Named Products

Formula:

$$\text{One-Time Fee} = \text{Applicable Per User Fee} * \text{Quantity}$$

1. Determine the number of users to be licensed.
2. Determine the per user fee for the product by looking up the product reflecting the applicable user range in the Distributed product list under the **Per Instance Fee** column (the Distributed product list can be accessed through the Pricing Portal). (For example, for CA Antivirus for 150 users, the Per Instance Fee is \$32.)
3. Calculate the One-Time Fee for the product by multiplying the Per Instance Fee by the quantity of instances to be licensed. (For example, the One-Time Fee for CA Antivirus for 150 users would be \$32 x 150 users or \$4,800.)
4. The per user pricing is applicable only to each individual transaction; users licensed under previous transactions are not aggregated to determine the new applicable user range and thus the per user price.

Maintenance Fees

The named products are licensed on a “perpetual” basis – payment of the license fee provides for indefinite use of the Licensed Program (subject to the terms and conditions of the license), inclusive of maintenance for the first year. Thereafter, maintenance and enhancement services are provided only upon payment of an annual maintenance fee (“MF”). The MF is equal to the then prevailing P1 one-time fee, multiplied by the then prevailing maintenance rate for the product. The maintenance rate for the named products is 40%.

Calculating MF

$$\text{MF} = \text{One-Time Fee for a P1 License} * 40\%$$

Multiply the One-Time Fee for a P1 license for the product by 40%. (For example, for CA Antivirus for 150 users with a One-Time Fee for a P1 license of \$4,800, the annual MF is 40% of \$4,800, or \$1,920 per year.) Then apply the then prevailing GSA Discount.



PRICING FOR LINUX MAINFRAME PRODUCTS CA Standard Licenses

CA's software products are not sold but rather made available to our customers under license agreements that specify the rights and obligations of each party. Software products covered by a valid contract are generally referred to herein as Licensed Programs. Licensed Programs are ordinarily licensed for use in a specific computing environment, at a specific installation site, by a particular licensee and for its internal purposes to process its own data and not that of any other person or entity.

CA provides various licensing options, depending on the product. CA's Linux products which run within single or multiple images of Linux on a mainframe (Linux Mainframe Programs) are generally available as instance-based licenses as reflected in the Linux Mainframe Product List - Pricing.

- **Instance-Based License.** Under an instance-based license, the customer may use the Linux Mainframe Program based upon the defined event or occurrence for which the customer is licensed. Use of each Linux Mainframe Program is limited to a predetermined, specified applicable "instance." Depending on the Linux Mainframe Program licensed, the applicable "instance basis" may be a mainframe engine or concurrent user. In an engine based license, every mainframe engine on which the Linux Mainframe Program will be deployed must be licensed, regardless of whether the Program will be deployed on a Linux-dedicated mainframe engine (generally referred to as an IFL engine or environment) or on all or part of a general-purpose workload mainframe engine (generally referred to as a non-IFL engine or environment). Each Linux Mainframe Program must be licensed for use on the Linux operating system on the mainframe.

For pricing CA's Linux products that run on distributed servers, please refer to the applicable Distributed Product List – Pricing document on the Pricing Portal.

For other products and under some circumstances, CA may offer other types of licenses. The above descriptions do not address every term of CA's software licenses, nor do they establish the terms for any particular use of CA software. In every instance, use of CA software is governed by the terms of the license agreement actually in place.

Standard Pay Option

The P0 License. Under CA's standard distributed product pay option, known as a P0, the customer pays a one-time fee ("OTF") for usage of the product for an indefinite period. If the customer elects to receive maintenance, an additional annual maintenance fee is charged. The calculation of a P0 OTF is described below.



Instanced-Based Pricing

Calculating a P0 Instance-Based License Fee

Formula:

$$\text{One-Time Fee} = \text{Per Instance Fee} * \text{Quantity}$$

1. Determine the number of instances to be licensed.
2. Determine the **Per Instance Fee** for the product by looking the product up in the Linux Mainframe Product List – Pricing under the **Per Instance Fee** column (the Linux Mainframe Product List – Pricing can be accessed through the Pricing Portal). (For example, for CA XCOM for Data Transport, the Per Instance Fee is \$27,225.)
3. Calculate the One-Time Fee for the product by multiplying the Per Instance Fee by the quantity of instances to be licensed. (For example, the One-Time Fee for CA XCOM Data Transport for 2 mainframe engines would be \$27,225 x 2 engines or \$54,450.)

Maintenance Fees

CA's Linux Mainframe Programs are generally licensed on a "perpetual" basis – payment of the license fee provides for indefinite use of the Licensed Program (subject to the terms and conditions of the license), but maintenance and enhancement services are provided only upon payment of an annual maintenance fee ("MF"). The MF is equal to the then prevailing P0 one-time fee, multiplied by the then prevailing maintenance rate for the Linux Mainframe Program. The maintenance rate for the Linux Mainframe products is 20% unless otherwise mentioned.

Calculating MF

$$\text{MF} = \text{One-Time Fee for a P0 License} * 20\%$$

Multiply the One-Time Fee for a P0 license for the product by 20%. (For example, for CA XCOM for Data Transport on 2 mainframe engines with a One-Time Fee for a P0 license of \$54,450, the annual MF is 20% of \$54,450, or an additional \$10,890.) Then apply the then prevailing GSA Discount.



PRICING FOR VM FOR LINUX PRODUCTS

CA's Standard Licenses

CA's software products are not sold but rather made available to our customers under license agreements that specify the rights and obligations of each party. Software products covered by a valid contract are generally referred to herein as Licensed Programs. Licensed Programs are ordinarily licensed for use in a specific computing environment, at a specific installation site, by a particular licensee and for its internal purposes to process its own data and not that of any other person or entity.

CA provides various licensing options, depending on the product. The VM for Linux Products represent CA's products that manage the VM or z/VM environment that is supporting Linux running on a mainframe. These products are generally available as instance-based licenses as reflected in the VM for Linux Product List - Pricing.

- **Instance-Based License.** Under an instance-based license, the customer may use the VM for Linux Program based upon the defined event or occurrence for which the customer is licensed. Use of each VM for Linux Program is limited to a predetermined, specified applicable "instance." Currently, the VM for Linux Programs are licensed on a Value Unit basis. Every mainframe engine on which the VM for Linux Program will be deployed must be licensed, regardless of whether the Program will be deployed on a Linux-dedicated mainframe engine (generally referred to as an IFL engine or environment) or all or part of a general-purpose workload mainframe engine (generally referred to as a non-IFL engine or environment). Each VM for Linux Program must be licensed for the sole purpose of managing a Linux environment on the mainframe.

For pricing CA's VM products for a purpose other than managing a Linux environment on the mainframe, please refer to the VM Mainframe Product List – Pricing document on the Pricing Portal.

The above descriptions do not address every term of CA's software licenses, nor do they establish the terms for any particular use of CA software. In every instance, use of CA software is governed by the terms of the license agreement actually in place.

Standard Pay Option

The P0 License. Under one of CA's standard product pay options, known as a P0, the customer pays a one-time fee ("OTF") for usage of the product for an indefinite period. If the customer elects to receive maintenance, an additional annual maintenance fee is charged. The calculation of a P0 OTF is described below.



Designating Value Units

Engine-based Value Units for a specified number of engines are determined by the following table. The engines may be general purpose engines or Integrated Facility for Linux (IFL) engines. The engines may span multiple physical machines.

	Number of Engines	Value Units per Engine
Base	1 through 3	10
Level A	4 through 6	9
Level B	7 through 9	8
Level C	10 through 12	7
Level D	13 through 16	6
Level E	17 through 20	5
Level F	21 through 25	4
Level G	26 and higher	3

Instanced-Based Pricing

Calculating a P0 Instance-Based License Fee

Formula:

$$\text{One-Time Fee} = \text{Per Instance Fee} * \text{Quantity}$$

1. Determine the number of instances (engines) to be licensed.
2. Determine the Per Instance Fee for the product (or suite of products) by looking it up in the VM for Linux Product List – Pricing under the **Per Instance Fee** column (The VM for Linux Product List – Pricing can be accessed through the Pricing Portal). (For example, the CA VM Management Suite for Mainframe Linux with eTrust CA-ACF2 Security for VM, the Per Instance Fee is \$6,550.)
3. Calculate the One Time Fee for the product (or suite of products) by multiplying the Per Instance Fee by the total number of Value Units associated with the engines being licensed. (For example, the One Time Fee for CA VM Management Suite for Mainframe Linux with eTrust CA-ACF2 Security for VM for the **first**, three mainframe engines would be \$6,550 * 30 or \$196,500.) If the customer would have previously licensed two engines and was adding three engines, the license fee would be \$6,550 * 28 or \$183,400 total for engines three through five. In this case the value units calculation for the three engines (engines 3 through 5) would be:

$$(1 \times 10) + (2 \times 9) = 28 \text{ Value Units}$$



Maintenance Fees

CA's VM for Linux Programs are generally licensed on a "perpetual" basis – payment of the license fee provides for indefinite use of the Licensed Program (subject to the terms and conditions of the license), but maintenance and enhancement services are provided only upon payment of an annual maintenance fee ("MF"). The MF is equal to the then prevailing P0 one-time fee, multiplied by the then prevailing maintenance rate for the VM for Linux Program. The maintenance rate for the VM for Linux products is 20%.

Calculating MF

$$MF = \text{One-Time Fee for a P0 License} * 20\%$$

Multiply the One Time Fee for a P0 license for the product (or suite of products) by 20%. (For example, the One Time Fee for CA VM Management Suite for Mainframe Linux with eTrust CA-ACF2 Security for VM for the **first**, three mainframe engines would be \$6,550 * 30 or \$196,500. The annual Maintenance Fee would be \$196,500 * 20% or \$39,300. Then apply the then prevailing GSA Discount. **The Maintenance Fee for year one is due at contract signing.**



USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

1. PREAMBLE:

CA provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

2. COMMITMENT:

- a. To actively seek and partner with small businesses.
- b. To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- c. To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- d. To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- e. To insure procurement opportunities are designed to permit the maximum possible participation of small, small-disadvantaged, and women-owned small businesses.
- f. To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- g. To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact CA.



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the CA agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;



- (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and CA's invoice, the provisions of this BPA will take precedence.



BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors. Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- + The customer identifies their requirements.
- + Federal Supply Schedule Contractors may individually meet the customers needs, or -
- + Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- + Customers make a best value selection.



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GS-35F-0823M

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