

10210 Highland Manor Dr.
Suite 300
Tampa, FL 33610
(T) 800-225-5224
www.CA.com

February 19, 2010



State of Florida
Department of Management Services
Ms. Lori Potts
Purchasing Analyst, State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Submitted via MyFloridaMarketPlace Sourcing Tool

RE: State of Florida Invitation to Negotiate ("ITN") for Mainframe Software, ITN No. 15-252-500-H, issued January 20, 2009

Dear Ms. Potts:

CA, Inc. is pleased to provide the State of Florida a revised final proposal to the above referenced Invitation to Negotiate ("ITN") pursuant to ongoing negotiations. CA looks forward to finalizing the agreement in the near future.

Changes in this version are noted with a change bar in the left border.

If you have any questions regarding this proposal, or if any supplemental information may be required, please contact Michael Baker, Account Manager, at 850-567-8178 or email Michael.Baker@CA.com.

Sincerely,

Joyce Harding
Director, Financial Contracts
CA, Inc.

(Electronically signed version of the cover page follows.)

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Sincerely,

A handwritten signature in black ink that reads "Joyce Harding".

Joyce Harding
Director, Financial Contracts
CA, Inc.

(Electronically signed version of the cover page follows.)

Unify and Simplify.

***CA's Response to
The State of Florida
Department of
Management Services
Invitation to Negotiate
No. 15-252-500-H***

Proposal for Mainframe Software

Prepared for:

**The State of Florida Department of Management
Services**

Division of State Purchasing

Ms. Lori Potts

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399-0950

February 19, 2010

Submitted by:

CA, Inc.

Mr. Michael Baker

Account Manager

10210 Highland Manor Dr

Suite 300

Tampa, FL 33610

Phone: 813-635-7100

Email: Michael.Baker@CA.com

**PROPRIETARY:
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1. Executive Overview

CA, Inc. ("CA") appreciates the opportunity to respond to the State of Florida Department of Management Services ("DMS") ITN (15-252-500-H) for Mainframe Software, January 20, 2009.

Recently Chris O'Malley, Senior Vice-President and General Manager, Mainframe Business Unit, CA, Inc. commented that:

"If you have been a CA customer for any length of time, you've undoubtedly heard us say that our commitment to the mainframe has never been stronger. You may even have noticed an increasing focus within the mainframe space at CA in recent months. Now, we're matching the strength of our commitment with a strategy to support this reinvigorated focus on the mainframe for our customers' long-term success.

Since the mid 1990s, rumors have circulated that the mainframe was on its way out. Yet, despite the myths, businesses are increasingly migrating workload back to the mainframe. And it's no wonder. When considering the many facets of business IT—from human resources and management to hardware, software, controls and related factors, the mainframe is a far less expensive alternative to distributed computing. The mainframe isn't just a big part of our legacy; it's also a big part of our future."

With this exciting future in mind, CA recently announced a new five-year strategic plan designed to demonstrate our commitment and reinforce our leadership role in the mainframe community. Through this systematic plan of action, CA expects to:

- Build best-in-class mainframe solution support, maintenance and optimization capabilities
- Drive a systematic means of customer engagement and portfolio management
- Develop innovative and business compelling mainframe software solutions
- Further establish CA's leadership position as the #1 independent software provider in the mainframe market space
- Our vision for the mainframe centers on a top-line message: **Valued Today. Essential Tomorrow.**

CA is taking active steps to bring this strategy to life. Key mainframe investments that will enable us to deliver on our strategic plan to customers include:

- Mainframe Value Program (MVP): Our new Mainframe Value Program, or MVP, is designed to assist specific clients to increase efficiencies in mainframe technology use and processes.
- Mainframe Solution Center: The CA Mainframe Solution Center is a global organization consisting of highly experienced mainframe architects with expertise in the top mainframe product families.
- Mainframe Suites: By grouping certain products together, CA expects to offer better value to the customer.
- Renewal Incentives: We are instituting a new program to recognize the depth of your commitment to our business relationship. This means that we will begin offering specific incentives commensurate with your investment in our mainframe management solutions.

The mainframe is back, and CA recognizes the increasing relevancy and value of the mainframe platform to the business community. And this is just the beginning. Through better support, maintenance and optimization strategies, CA continues to offer you the products and solutions you need, helping you achieve the ROI and TCO you require.

CA welcomes the opportunity to extend its strategic relationship with DMS with this ITN. We look forward to discussing this with you in detail to be able to demonstrate the value that CA can bring to DMS in its efforts to move forward with its cost efficiency and consolidation programs.



2. State of FL ITN Section 3

SECTION 3.0

SPECIAL INSTRUCTIONS TO RESPONDENTS

SPECIAL INSTRUCTIONS TO RESPONDENTS CONTAINED IN THIS SECTION 3.0 MAY SUPERCEDE OR SUPPLEMENT GENERAL INSTRUCTIONS TO RESPONDENTS CONTAINED IN SECTION 2.0.

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3.1 Additional Definitions.

The definitions found in §60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a) “**Authorized Dealer**” means an agent/reseller/dealer/subcontractor authorized by the Manufacturer, in writing, to provide products and/or services under the DIRECT SUPERVISION of the Manufacturer. The Contractor/Manufacturer is responsible for all liability, terms and conditions within the contract. If an agent is authorized to conduct business on behalf of the Manufacturer and the agent is to receive compensation from the Manufacturer for its services, then any dispute between the Manufacturer and the agent shall be resolved between the Manufacturer and the agent. The State of Florida is not a party to any agreement entered into between the Manufacturer and its agent(s).
- b) “**Commercial Software**” means software developed or regularly used that (1) has been sold, leased, or licensed to the general public; (2) has been offered for sale, lease, or license to the general public; (3) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or (4) satisfies a criterion expressed in (1), (2), or (3) above and would require only minor modifications to meet the requirements of this contract.
- c) “**Department**” means the Florida Department of Management Services. The Department will be a party to the Contract. “State Purchasing,” a division within the Department’s Support Program, is responsible for administration of this solicitation and will be responsible for day-to-day administration of the Contract. State Purchasing may be reached at 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, or via links posted at <http://www.myflorida.com/myflorida/business/index.html>.
- d) “**Eligible Users**” means political subdivisions of the State of Florida (county, local county board of public instruction, municipal, or other local public agency or authority), State Universities, and any other public entities authorized by State statute, which may desire to purchase under the terms and conditions of the Agreement.
- e) “**Intellectual Property Rights Holder**” means an entity holding a category of intangible rights protecting commercially valuable products of the human intellect. The category comprises primarily trademark, copyright, and patent rights, but also includes trade-secret rights, publicity rights, moral rights, and rights against unfair competition.
- f) “**Mandatory**” - The Terms “must”, “shall”, “will”, “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s/bidder’s proposal.
- g) “**Manufacturer**” means the entity that holds the trademark in the identified brand name.



- h) “**Manufacturer’s Price List**” means the most recent document published by the Manufacturer that details products available, model numbers, options, and prices for each.
- i) “**Operating Software**” means those routines, whether or not identified as Program products that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- j) “**Responsible Bidder**” means a bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- k) “**Responsive Bidder**” or “**Responsive Proposal**” means an offer or proposal that conforms in all material respects to the requirements set forth in the Invitation to Negotiate. Material respects of an Invitation to Negotiate include, but are not limited to price, quality, quantity, or delivery requirements.
- l) “**Site License**” means for each product, the term “Site License” shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.
- m) “**Software**” means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- n) “**Software Failure**” means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly.
- o) “**State**” means the State of Florida and its agencies.

CA Response: CA agreed.



3.2 Order of Events.

Respondents will review and become familiar with the Event Timeline and solicitation documents, enter any questions in the MFMP Sourcing Tool Q&A Board before the date and time specified in the Event Timeline, answer all questions requested for the proposal, submit required documents, develop cost savings structures, and upload final responses into the MFMP Sourcing Tool.

The Event Timeline gives the date and time (where applicable) for major activities in the solicitation. See Section 1.6 of this solicitation document for the Event Timeline.

CA Response: Agreed.

3.3 Order of Precedence.

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, those instructions specified in the Special Instructions shall prevail.

All responses are subject to the terms of the following sections of this ITN, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications, Section 6.0
- Price Sheets, Section 7.0
- Special Instructions to Respondents, Section 3.0
- Special Contract Conditions, Section 5.0
- General Instruction to Respondents (PUR 1001), Section 2.0
- General Contract Conditions (PUR 1000), Section 4.0
- Introduction, Section 1.0
- Forms, Attachments and Worksheets, Section 7.0

CA Response: Agreed. CA and the State have agreed to incorporate the CA GSA Schedule Contract number GS-35F-0823M as an addendum to CA's proposal to FL ITN for this solicitation. CA accepts that where there is a conflict between the terms of the ITN and the terms of the GSA Schedule, the ITN terms, as negotiated, shall prevail.

3.4 Who May Respond.

The Department will accept Responses from responsive and responsible Respondents that meet all requirements of this Invitation to Negotiate including but not limited to the following:

- Only vendors with documented volume sales of at least \$50 million in annual national sales and who provide evidence that they are the intellectual property rights holder of the mainframe software products offered in response to this ITN, as defined in Section 3.1 of this solicitation, may respond to this ITN.
- Respondents must be a registered vendor to do business with the State of Florida. If you are not already a registered vendor, you may view registration information as well as other pertinent information at:



http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors/vendor_toolkit/mfmp_vendor_registration

- Respondents must be registered with the Florida Department of State - Division of Corporations. To check your registration or to register with the Division of Corporations, please go to: www.sunbiz.org.
- Only Respondents that are fully capable of creating and maintaining a MyFloridaMarketPlace Punch-Out site may respond to this ITN. See 7.10 Punch-Out Capability Questionnaire for details.
- Only Respondents that are fully capable of Electronic Invoicing through MyFloridaMarketPlace may respond to this solicitation. See 7.11 MyFloridaMarketPlace Electronic Invoicing Requirements for details.

CA Response: In response to "bullet four" above, per Amendment 3, dated October 10, 2008, to the State of FL DMS ITN (4-252-500-H), this requirement may be met by either a "PunchOut List" or a Line Item Catalog. CA chooses the latter format.

3.5 MyFloridaMarketPlace (MFMP) Overview

MyFloridaMarketPlace is the State of Florida's online eProcurement system for buyers and vendors. In operation for more than five years, the system streamlines interactions between vendors and state government entities, is a source for centralized procurement activities, and provides the tools to support world-class procurement for the State of Florida.

CA Response: Agreed.

3.6 The MFMP Sourcing Tool

This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool ("Sourcing Tool"). Training materials can be found at:

http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

Copy link and paste in to web browser to access site!

Download and review the document titled RFP Event User Guide.

- a. For all technical questions about the Sourcing Tool, vendors should contact the MyFloridaMarketPlace Customer Service Desk at (866) FLA-EPRO or vendorhelp@myfloridamarketplace.com.
- b. For additional information / assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at following link:
https://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

This site includes:

- a. Solicitation User Guides
- b. OnDemand web-based Sourcing Tool training link
- c. WinZip FAQs
- d. Vendor FAQs



CA Response: Agreed.

3.6.1 Optional MFMP Sourcing Tool Training

An optional conference call training session on how to use the MyFloridaMarketPlace Sourcing Tool for this ITN is scheduled on the date indicated on the Event Timeline at 2:00PM ET. The Conference Call number is (888) 808-6959. Conference Code 4881086.

Please go to:

http://marketplace.myflorida.com/vendor/vendor_solicitation/rfp_event_user_guide.pps and review the vendor training link and download the document titled **Contractor Training ITN.ppt**. Please have this document open on your desktop while participating on the call. To participate in the conference call, please call in to the number provided approximately 1 minute before the scheduled time.

CA Response: Agreed.

3.6.2 On-Demand Training

On-Demand is a web-based interactive training application available to all respondents to assist in learning how to respond to an event using the MyFloridaMarketPlace sourcing tool. The link is http://marketplace.myflorida.com/vendor/vendor_training.htm click on Responding to Sourcing Event.

CA Response: Agreed.

3.7 Sourcing Tool Tips

When working in the Sourcing Tool, be aware of the twenty (20) minute time-out function (with a two (2) minute warning in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty minutes to ensure your entries (since last saved) are not lost.

Please note that clicking the SAVE button within the Sourcing Tool only saves your bid responses. The SAVE button **does not transmit your bid response to the State**. In order to transmit your bid response to the State, you must click the **SUBMIT** button on the SUMMARY page of the bid response.

After clicking the SUBMIT button, it is the **Respondents** responsibility to check your submitted bid response within the Sourcing Tool to verify that your response is accurately and completely captured within the Sourcing Tool. You must do this while there is time remaining in the response period in case you discover an error and need to resubmit a revised bid response.



To validate your bid response, you should do the following before the bidding period ends:

- a. Go to the “My Bids / My Responses” tab within Sourcing Tool after you submitted your bid response
- b. Click on the Bid ID number of your last submitted bid response
- c. Review entire bid response to make sure all responses are complete, accurate and as you intended to submit.

Minimum areas to check are:

- ✓ Text boxes – Is your entire answer viewable?
- ✓ Yes/No questions – Is the displayed answer correct?
- ✓ All uploaded document files / scanned documents – Can you open attached document and clearly view entire content?
- ✓ Offline electronic backup copy sent to the State (if applicable) - Can you open attached document and clearly view entire content? Does content of this file match your bid response within the tool (e.g., not an earlier version or working copy)?
- ✓ Pricing Information – Are all prices you intended to submit visible and accurately captured within Sourcing Tool?

IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR BID AS EARLY AS POSSIBLE. YOU SHOULD ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR BID.

DO NOT RELY ON THE “MYFLORIDAMARKETPLACE” SOURCING TOOL’S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE TIMELINE (SECTION 1.6) OF THIS ITN.

The MyFloridaMarketPlace (MFMP) Sourcing Tool’s time remaining clock is NOT the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments

CA Response: Agreed.

3.8 Email Notification

Respondents are reminded that the Sourcing Tool’s email notifications are an option provided to respondents as a courtesy. The State of Florida is not under any obligation to provide, and does not guarantee that respondents will receive, email notifications concerning any posting, amendment or close of solicitations (ITNs).

Vendors are responsible to check the Sourcing Tool and / or the Vendor Bid System for information and updates concerning solicitations. (The Vendor Bid System does not generate automatic emails.)



CA Response: Agreed.

3.9 Submittal of Response.

Respondents shall view and download the documents in the MFMP Sourcing Tool (http://dms.myflorida.com/egovernment_tools/myflorida_marketplace). Each Respondent is responsible for ensuring that its response and all associated documents are submitted before the proper date and time. In the event a Respondent submits more than one response, only the last response received prior to the response deadline specified in Section 1.6 shall be considered for award. Other responses will not be opened. Offers not submitted as indicated in this section shall be rejected.

The Department shall not consider late responses and the MyFloridaMarketPlace Sourcing Tool will NOT accept responses after the due date and time specified in the Event Timeline, or as amended by the Department. **RESPONSES MUST BE SUBMITTED IN THE MYFLORIDAMARKETPLACE SOURCING TOOL BEFORE THE DATE AND TIME SPECIFIED IN THE EVENT TIMELINE.**

Failure to provide all requested information within the response package before the response deadline specified in Section 1.6 may result in rejection of the response.

DO NOT RELY ON THE MFMP SOURCING TOOL'S TIME-REMAINING CLOCK. The official response deadline shall be as reflected in Section 1.6, Timeline, of this solicitation. The MFMP Sourcing Tool's time-remaining clock is intended only to approximate the solicitation closing, and may require periodic adjustments.

CA Response: Agreed.

3.9.1 Response Format / Instructions

A Respondent shall, in a separate and clearly identified response paragraph(s), expressly condition or qualify its Response on acceptance or identify any proposed changes to the terms and conditions outlined in this ITN. To facilitate this process, the Respondent is required to review Sections 3, 5, and 6 on a provision by provision basis. The Respondent shall respond in these sections by inserting their response immediately below the text of each numbered provision and respond to each provision with one of the following conventions:

a. **Agreed**

Where the term is acceptable as stated.

b. **Modification Proposed**

Where Respondent is unable to accept the term as stated but will accept a modification of the term. Respondent must provide: (1) the reason for its inability to accept the term as stated and (2) modified language which would be acceptable.

c. **Not Agreed**



Where the term is completely unacceptable to Respondent and no modification is possible. Respondent must state the reason such term is unacceptable.

The Department reserves the right to modify, by addition or deletion, terms and conditions during the negotiation process.

Respondents are reminded that the terms and conditions listed in Sections 2 and 4 will not be negotiated and are required language for all State of Florida Contracts. Minor clarification within Sections 2 & 4 may be added in Section 3.1~~20~~ beneath the Responsiveness Checklist chart.

CERTIFICATION OF ACCEPTANCE FOR THE TERMS AND CONDITIONS DETAILED IN SECTIONS 2 AND 4 IS TO BE DONE WITHIN THE TABLE IN SECTION 3.10 OF THIS ITN.

CA Response: Note that points of clarification are included in Section 3.11 beneath the Responsiveness Checklist chart.

3.10 Amendments to the ITN Documents.

The Department reserves the right to issue amendments to this ITN. Notice of any amendment will be posted within the MFMP Sourcing Tool and the VBS. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to this ITN. Each Respondent is responsible for monitoring the sites for new or changing information concerning this ITN.

CA Response: Agreed.

3.11 Initial Determination of Responsiveness

The Department shall evaluate eligible (“responsible and responsive”) responses. Responses that do not meet the minimum requirements of this solicitation; or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status with the State do not reflect the capability, integrity or reliability to fully, and in good faith, perform the requirements of the Contract, may be rejected as non-responsive. The Department reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. **This paragraph is in addition to, and shall not be construed to limit or override, any right or remedy available to the Department in, Section 2.0, PUR 1001, or Section 4.0 PUR 1000.**

Failure to comply with each of the requirements listed below may result in the response being deemed non-responsive and therefore may not receive further consideration in this ITN process. This includes, but is not limited to the following:

Initial Responsiveness Checklist
1. Did the Respondent submit its reply <u>before</u> the indicated deadline?
2. Is Respondent the owner of the intellectual property rights for the Mainframe Software Products offered?



3. Did the Respondent document (via an official financial report such as Dun & Bradstreet) a minimum of \$50 million in annual national sales?
4. Did the Respondent submit a detailed pricing structure indicating the minimum percentage discount?
5. Did the Respondent submit a Supplier Qualifier Report (SQR) from Dun & Bradstreet (D&B)? (See Section 3.12.)
6. Has the Respondent met the requirement for having no Conflicts of Interest? (See Section 2.6.)
7. Does the Respondent comply with the requirement for not being placed on the Convicted Vendor list for committing a public entity crime within the last 36 months? (See Section 2.7.)
8. Does the Respondent comply with the requirement for not being placed on the Discriminatory Vendor List per Section 287.134, F.S.? (See Section 2.8.)
9. Is the Respondent on the Suspended Vendor List or have any open Complaints to Vendor? (DMS will determine if open complaints would prevent a vendor from being considered responsive.)
10. Did the Respondent submit the completed Vendor Responsibility form and receive a passing score?
11. Is the Respondent a registered vendor in the MFMP Vendor Registration System?
12. Is the Respondent registered with the Department of State – Division of Corporations?

Please certify that your Response conforms to each of the following requirements by responding with either a “Yes” or “No” in the blocks and submit the completed WORD Document in the MyFloridaMarketPlace Sourcing Tool.

Certifications

	YES	NO
1. Does the Respondent certify acceptance and compliance with all of the Terms and Conditions detailed in Section 2 (PUR1001) of the ITN document?	X	
2. Does the Respondent certify acceptance and compliance with all of the Terms and Conditions detailed in Section 4 (PUR1000) of the ITN document?	X (See clarifications below)	
3. Does the Respondent certify that they have documented sales of at least \$50 million in annual national sales?	X	
4. Has the Respondent completed pricing worksheets as noted in Section 5.16 and Section 7.1 of the ITN Document?	X	
5. Has Respondent submitted a Dun and Bradstreet Supplier Qualifier Report per 3.12 (Financial Status)?	X (See Attachment E.)	
6. Does the Respondent certify compliance with the "General Requirements", and “Standard Support Levels” listed in Section 6.3 for each Category submitted for bid?	X (See modification)	



7. Respondent certifies they are the owner of the intellectual property rights for the software products offered in response to the Mainframe ITN?	X	
8. Does the Respondent certify that they are a registered vendor in the MFMP Vendor Registration System?	X	
9. Does the Respondent certify that they are registered with the Division of Corporations through the Florida Department of State?	X	
10. Is Respondent capable of providing electronic invoicing through MyFloridaMarketPlace?	X	
11. Does Respondent certify that they will accept the State of Florida's Purchasing Card?	X	

*** Respondents must provide an explanation or modification for any "No" answer indicated above.**

CA Response: Clarification: In reference to Section 4.4(b), Best Pricing Offer, CA would like to clarify that CA will provide pricing discounts consistent with the pricing terms of CA's GSA Agreement and similar to other state entities, outside the State of Florida that enter into a master agreement with CA after the effective date of this ITN.

CA Response: Clarification: In reference to Section 4.4(d), Trade-In, CA would like to clarify that our offer of mainframe software does not fall under the definition of "equipment", usually defined as hardware, which CA is not proposing under this contract.

CA Response: Clarification: In reference to Section 4.4 (e), Equitable Adjustment - this event shall only be permitted subject to mutual agreement by CA and the State.

CA Response: Clarification: In reference to Section 4.12, installation of CA software is not included in software license fees.

CA Response: Clarification: In reference to Section 4.19, Infringement. SEE BELOW

STATE OF FLORIDA PROPOSED:

4.19 INFRINGEMENT CLAIMS.

If a third party asserts a claim against the State asserting that the State's use of a Product in accordance with this Agreement violates that third-party's patent, trade secret or copyright ("**Infringement Claim**"), then Contractor will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify the State for any damages finally awarded against the State, but only if: the State promptly notifies Contractor of any Infringement Claim, Contractor retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and the State provides all reasonable assistance requested by Contractor.

Contractor's obligations above will not apply if the Infringement Claim is based on (i) the use of Product in combination with products not supplied or approved by Contractor in writing or in (ii)



the failure of the State to use any updates to such Product within a reasonable time after such updates are made available to the State, [(iii) the claim of infringement is a result of modification of the Product ; (iv) the Product is not being used in accordance with the Product User Manual. If contractor believes a Product may violate a right, the Contractor will, at its expense: (a) modify the Product, or (b) procure the right to continue using the Product, and if (a) or (b) are not commercially reasonable, terminate the State's right to use the Product and (1) for any perpetual licenses, issue a refund based upon the applicable license fees paid, prorated over 48 months from the date of the Order under which the Products are initially licensed; and (2) for any non-perpetual licenses, release the State from its obligation to make future payments for the Product or issue a pro rata refund for any fees paid in advance. This section contains the State's exclusive remedies and Contractors sole liability for Infringement Claims.

CA Response: Clarification: In reference to Section 4.19, Infringement. Regarding New Florida Proposed above. CA would like to clarify that third party's Infringement Claim is limited to "US registered" patent, trade secret or copyright. CA would like to clarify that CA "Product's user manuals" be defined as "Documentation" and that in the event of an Infringement Claim it would be at CA's sole discretion and expense to modify the product, procure the right to use the product or terminate the State's right to use the Product and refund monies on a prorated basis. For perpetual software, the refund would be prorated based upon a 36 month term. For term based licenses, the refund would be prorated based upon the time period of the license.

CA Response: Clarification: In reference to Section 4.20, Limitation of Liability. CA would like to clarify that either the State and/or Customer give sixty (60) days written notice to CA before any set off occurs and only if CA does not pay the claim within sixty (60) days. If contractor does not dispute and pays the claim, or if Contractor prevails on the claim under the dispute resolution, any monies retained and offset by the State as the result of an offset will be returned to Contractor.

3.12 Evaluation and Selection Process

Evaluation will consist of the review and assessment of the Respondents' submittals. Top-scoring Respondents will be invited to negotiate their offerings and proposed pricing. (See Section 3.12 of this ITN.)

All areas of evaluation listed in the table below are to be addressed by the Respondent in its submittal.

Proposals that are substantially incomplete or lack key information may be rejected as non-responsive by the Department, at its discretion. Responses should be concise, summarizing the Respondent's pertinent experience and capabilities. Emphasis should be placed on completeness and clarity. Responses that do not provide sufficient content or satisfactory information, as requested in this ITN document, may receive lower scores. Points will be assigned to all categories (see table, below, for point-allocation per category) and then totaled in order to determine each Respondent's ranking:

Evaluation Category	Maximum Possible Pts.
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Vendor Responsiveness	Pass/Fail
Vendor Responsibility	Pass/Fail
Section 1 – Sales Volume (min \$100M)	Pass/Fail
Section 2 – PUR 1001	Agree/Disagree
Section 3 – Financials	24
Section 4 – PUR 1000	Agree/Disagree
Section 5 – Special Contract Conditions	115
Section 5 - Track record of Vendor in meeting commitments (verified through references and vendor performance tracking within MFMP)	50
Section 5 – Purchase Orders Review	25
Section 6 – Technical Specifications	65
Section 7 – Pricing Models, Strategies and Commitments proposed	120
Section 7 – Vendor Responsibility Questionnaire	Pass/Fail
Total Points Possible:	399 pts.

Except for Cost Information, all evaluation categories will be scored with each response having the opportunity to achieve the maximum total point allocation indicated.

Financials (Supplier Qualifier Report):

Each Respondent is required to provide information regarding its “Financial and Industry Standing and Strength” in order to demonstrate that it is financially stable, in good standing with creditors and manufacturers, and has the resources necessary to perform the services outlined in this ITN on a state-wide basis. The State requires each Respondent to provide a Supplier Qualifier Report (SQR) prepared by Dun & Bradstreet (D&B), in accordance with the instructions below. The SQR is a standard report that details financial and operational capabilities. This report must be submitted to the Department as part of the ITN proposal. Each Respondent will be responsible for the cost and timely submission of this report. Each Respondent will be assigned points during the evaluation phase of the solicitation based on the D&B score.

The prospective Contractor will request the SQR from D&B at:

<https://sor.dnb.com/sor/jsp/forms/SOF.jsp?SORTAG1=JQ37hS4r&SORTAG2=j58Gjk4x>

1. Enter the ITN number in the text field entitled “Enter your RFP Number” and select “Submit.”
2. Enter your company’s Dun Number. (If you don’t know your company’s Dun number, you may use the search feature to find it.)
3. Confirm Registration
4. Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.



Respondents are advised to allow a minimum of ten (10) business days for D&B to process a report request. If the Department does not receive an SQR from D&B prior to the opening date and time of the solicitation but one is submitted as part of a Respondent's Response, the Respondent shall be required to demonstrate that it requested the SQR after the posting date of the ITN and that the SQR was requested for this particular solicitation. Once the process is complete, a copy of the report will be provided to the Department and an identical report will be sent to the Respondent. If the Department does not receive a report or cannot determine on the face of the document that the SQR is that of the proposing entity, then the Department will instruct the Evaluation Team to award zero points to that company for that evaluation category. It is the responsibility of the Respondent to ensure the timely submission of a D&B report to the Department prior to the opening date of the proposals. The Department will use the financial scoring scale below when evaluating and scoring the financial viability of the prospective Contractors.

Financial Scoring Scale:

SQR Risk Score		Points Assigned
1	Lowest Risk Rating	24.0
2	↓	21.0
3		18.0
4		15.0
5		12.0
6		9.0
7		6.0
8		3.0
9	Highest Risk Rating	0.0

CA Response: Agreed.

For a copy of CA's Supplier Qualifier Report, see Attachment E: "D&B Supplier Qualifier Report for CA, Inc." CA has attached additional investor feedback in new Attachment F.

3.13 Invitation to Negotiation Phase.

The Department shall evaluate and rank responsive responses against all evaluation criteria set forth in the Invitation to Negotiate and shall select, based on the ranking, one or more Respondents with which to commence negotiations. Invitations to the negotiations will be posted in the MFMP Sourcing Tool and on the VBS. Email will be sent to each selected Respondent's contact person.

CA Response: Agreed.

3.14 Negotiations and Contract Award.

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The Department, at its discretion, may require Respondents to make formal presentations of their responses.

The Department reserves the right to finalize the negotiations at any point and post a notice of Intent to Award. Respondents should recognize the Department's right to finalize the negotiation process without the need to explicitly request a revised final offer after negotiations.

After negotiations are conducted, the Department shall award the Contract to one or more responsible and responsive Respondents whose product(s) the Department determines will provide the best value to the State.

CA Response: Agreed.

3.15 Electronic Posting of Ranking of Respondents prior to Negotiations and upon Final Award.

Offers shall be opened on the date and time indicated on the Event Timeline ("Timeline"), and thereafter evaluated. Prices will not be read, pursuant to Section 119.071(1) (b) 2.a. of the Florida Statutes. After evaluating the responses, on the date indicated on the Timeline, the Department shall electronically post the rankings in the MFMP Sourcing Tool.

After negotiations, on the date indicated on the Timeline, the Department shall electronically post a notice of intent to award. If the ranking or award is delayed, in lieu of posting it on the date indicated on the Timeline, the Department shall post a notice of the delay and a revised date for posting the ranking or notice of intent to award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within 72 hours after the electronic posting (see Section 2.20 of the General Instructions (PUR 1001) for more information on protests). The Department shall not provide reply rankings or notices of award by telephone.

CA Response: Agreed.

3.16 State Objectives.

Within thirty (30) calendar days following award of the Contract, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.16.1 Diversity.

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority- and women-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority- and women-owned businesses with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.



The State is dedicated to fostering the continued development and economic growth of small, minority, and women-owned businesses. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority, and women-owned business enterprises participate in the State's procurement process as both Contractors and sub-contractors in this solicitation. Small, minority, and women-owned businesses are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority, and women-owned businesses.

Information on Certified Minority Business Enterprises (CMBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to W/MBE contractors (agents or subcontractors) as a result of any award shall be provided to DMS Purchasing by the Prime Contractor on an Agency by Agency (or other Eligible User) level. See Section 5.6.

CA Response: Agreed.

3.16.2 Environmental Considerations

Florida Governor Charlie Crist signed Executive Order 07-126, titled "Leadership by Example: Immediate Actions to Reduce Greenhouse Gas Emissions from Florida State Government"; Executive Order 07-127, "Immediate Actions to Reduce Greenhouse Gas Emissions within Florida"; and Executive Order 07-128, "Florida Governor's Action Team on Energy and Climate Change."

The State supports and encourages initiatives to protect and preserve our environment. The Prime Contractor shall submit as part of any response the Prime Contractor's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Prime Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Prime Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Prime Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

Describe what efforts your company (as Contractor) will take to encourage the participation and support of these and other environmental programs.

CA Response: CA has an Environmental, Health, and Safety Policy that outlines its environmental policies, procedures, and practices. This policy is



used to foster an environmentally "Green" consciousness and promote good environmental stewardship at CA. CA promotes "Green Initiatives" to minimize resource depletion, focus on sustainable resources and minimize and recycle waste and other activities.

To implement these policies and practices, CA has an Office of Sustainability headed by a VP, Strategic Planning. This office has implemented programs such as "flexible workplace", procurement programs encouraging sustainability, paper saving programs, IT power saving programs, facilities programs such as Energy Star and kitchen recycling, etc. They have also instituted a report that will begin to track CA's sustainability efforts.

CA Community Affairs is also involved in sustainability. This is evidenced in the following efforts. Strengthening CA's Environmental Sustainability programs was a key priority for CA Community Affairs in 2008. In December of 2007 CA became a Signatory to the UN Global Compact, agreeing to "embrace, support and enact" a set of core values in the areas of human rights, labor standards, the environment and anti-corruption. CA also supports the Wildlife Conservation Society and the New York League of Conservation Voters. CA also recently became involved with Seatuck Environmental Association, which promotes the conservation of Long Island's wildlife and environment through education, research, and advocacy. In Australia, CA is partnering with two organizations focusing on protecting and repairing the environment – Clean Up Australia and Landcare Australia Limited.

CA employees across the globe took part in Earth Day 2008. They participated in community volunteer activities aimed to inspire awareness of and appreciation for the earth's environment.

3.16.3 Certification of Drug-Free Workplace Program.

The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Prime Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the "Certification of Drug-Free Workplace" as provided in Sourcing Tool for this solicitation. The Prime Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation. Certification shall be submitted (in the Sourcing Tool) using the form in Section 7.4

CA Response: Agreed.

3.16.4 Products Available from the Blind or Other Handicapped (RESPECT).

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall



be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will address the use of RESPECT in offering the items of the solicitation.

CA Response: Agreed.

3.16.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

The Prime Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

CA Response: Agreed.

3.17 Firm Response.

The Department may make an award within one hundred eighty (180) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within one hundred eighty (180), the response shall remain firm until either the Department awards the Contract or the Department receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

CA Response: Agreed.

3.18 Lobbying.

The Service Provider or Respondent shall not lobby the legislative, judicial, or executive branches, or any State Agency about any aspect of this Contract during the procurement process (i.e. from the time the Contract is advertised to the execution of the Contract) associated with the Contract. Violation of this restriction may be cause for disqualification from the procurement process.

Respondents are advised that the following will be included in the Contract for these services:



In accordance with Section 216.347, Florida Statutes, and as provided herein, the Service Provider or Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency.

CA Response: Agreed.



3. State of FL ITN Section 5

SECTION 5.0 Special Conditions Contents

- 5.1 Purchasing Card Program**
- 5.2 Product Acceptance**
- 5.3 Ownership/Title**
- 5.4 Contractors Obligation with Regard to ISV (Third Party) Products**
- 5.5 Proof of License**
- 5.6 Product Version**
- 5.7 Changes to Product or Service Offerings**
- 5.8 Contract Service Requirements**
- 5.9 Delivery**
- 5.10 Contract Reporting Requirements**
- 5.11 Business Review Meetings**
- 5.12 Implementation of Contract**
- 5.13 Contractor's State Contract Webpage**
- 5.14 Electronic Invoicing**
- 5.15 Request for Quotes**
- 5.16 Pricing**
 - 5.16.1 Growth Capacity Expectations**
 - 5.16.2 Pricing Models**
- 5.17 Price Adjustments**
- 5.18 Contract Revisions**
- 5.19 New Product Additions**
- 5.20 References**
- 5.21 Purchase Orders**
- 5.22 Authorized Dealers**
- 5.23 Environmental Standards**



5.1 Purchasing Card Program.

The State of Florida has implemented a purchasing card program, using the Visa platform. Vendors may receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory but is not the exclusive method of payment.

CA Response: Agreed

5.2 Product **Acceptance**. See latest proposed from State below:

NEW PROPOSED FROM STATE:

5.2 Product **Acceptance**.

Unless otherwise provided by mutual agreement of the Eligible Users and the Contractor, Eligible User(s) shall have thirty (30) days from the date of delivery to accept all licensed software Product(s). Eligible users shall accept renewal of software maintenance or renewal of software licenses upon the effective date of the Eligible User contract or purchase order. Where the Contractor is responsible for installation, acceptance shall be from completion of installation, configuration and setup, including training and testing, as specified in the Eligible User contract or purchase order. Failure to provide notice of acceptance, rejection, or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Eligible User(s) as of the expiration of that period. The License Term shall be extended by the time periods allowed for trial use, testing and acceptance unless the Eligible User agrees to accept the Product at completion of trial use. See Section 6.2 for additional acceptance information.

CA Response: Modification Proposed: Per discussions in December 2009, CA will accept the following clarification sent from the State with the inserted clarification changes:

F.S. 215.422 states that "Approval and inspection of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise."

The Mainframe Software contract allows up to 30 days for acceptance of a product or service in order to account for special customizations, vendor installations, etc. Any special conditions must be expressed in writing either on the PO (purchase order) or in the SOW (statement of work) that is attached to the PO and CA must have agreed to any special acceptance time frames in advance. If a software product is downloaded, then CA will use the PO date for the acceptance date. If the customer downloads software that appears to contain errors or if the file is corrupt, the customer must immediately contact CA to resolve the issue. If the item is not downloaded, then the customer has 5 business days from the date of physical receipt of the product to accept the software.

5.3 Ownership/Title.

Title and ownership to Software Product(s) delivered by the Contractor or Contractor's Authorized Dealer under the Contract to an Eligible User under a valid Eligible User contract or purchase order that is normally commercially distributed on a license basis by the Contractor or other third party products which are included under any contract resulting from this solicitation, shall remain with the Contractor or other intellectual property owner. Effective upon acceptance, such Product shall be licensed to Eligible Users in accordance with the Contractor or other intellectual property owner's standard license agreement, provided,

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however, that such standard license, must, at a minimum: (a) grant the Eligible Users a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Eligible Users as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Eligible User's satisfaction) and distribute Existing Licensed Product to the Eligible User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purpose(s) stated in the Bid or Eligible User's contract or Purchase Order and (b) recognize the State of Florida as the licensee where the Eligible User is a state agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the other intellectual property owner's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Eligible User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph. See Section 6.4 (e) for transfer of license language, which shall apply to all software purchased under this agreement.

NEW FROM STATE

Section 5.3

The words "adapt" and "adaptation" in this section applies only to customizations or adaptations that are described in the applicable user manuals.

CA Response: Modification Proposed: Not all CA mainframe products are licensed perpetually. Please see definition for Mainframe software on page 42 of the **CA GSA Schedule in Attachment C.**

"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. "

***CA understands and agrees that renewal is not automatic but subject to appropriation of funds or termination for convenience as allowed by Florida Statute.**

5.4 Contractor's Obligation with Regard to Intellectual Property Owner's Product.

Where the Contractor furnishes products other than the Contractor's third party products where the state has determined the third party products are included in the Contractor's U.S. Commercial Price List and may be sold under any state term contract resulting from this solicitation and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or intellectual property owner's standard license agreement, Contractor shall be responsible for obtaining from the intellectual proprietary owner the rights set forth herein to the benefit of the Eligible User at the Contractor's sole cost and expense.

CA Response: Agreed



5.5 Proof of License.

The Contractor/Authorized Dealer must provide to each Eligible User either: (i) the Contractor's certified license confirmation certificates in the name of such Licensee; or (ii) a written confirmation from the Contractor or third party product owner accepting the Eligible User's contract or purchase order as proof of license. Contractor shall submit the certificate, or alternatively such written confirmation from all applicable third party product owners to the benefit of the Eligible User. Such certificates must be in a form acceptable to the Eligible User.

CA Response: Modification Proposed: The resulting agreement from this RFP response and a signed purchase order will constitute proof of license. To the extent that there is any dispute concerning third-party product licenses, CA will provide appropriate documentation regarding third-party licensed products.

5.6 Product Version.

Purchase Orders shall be deemed to reference the Contractor's most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by the Eligible User and the Contractor is willing to provide such version.

CA Response: Agreed

5.7 Changes to Product or Service Offerings.

a. **Product or Service Discontinuance** Where the Contractor is the Product intellectual property owner and the Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by the Contractor ("withdrawn support") is no longer going to be offered, the Contractor shall be required to: (i) notify the Contract Manager, and each Licensee then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) at Contractor's option, provided that the Licensee is under contract for maintenance on the date of notice, either: provide the Licensee with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Licensee to continue use and maintenance of the Product.

In the event that the Contractor is not the intellectual property owner, the Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of the Contractor receiving notice from the third party intellectual property owner, and (ii) include in such notice the period of time from the date of notice that the third party intellectual property owner will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate the Contractor's obligations where withdrawn support is being provided by the third party intellectual property owner. In the event that such third party intellectual property owner ceases to provide service, the Contractor shall be responsible for subcontracting such service, subject to state approval, to an alternate Subcontractor.



CA Response: Modification Proposed: See proposed modification to 5.7(a). State and CA agreed to keep notification to Contract Manager and Licensee. State agreed to remove "Eligible User."

- b. Product or Service Re-Bundling** In the event that the Contractor is the Product intellectual property owner and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, the Contractor shall be required to: (i) notify the Contract Manager of the intended change and post on Contractor Website www.ca.com (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current State of Florida Contract for the greater of: a) the best terms offered by the Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed re-bundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product intellectual property owner.

CA Response: Modification Proposed: State rejected our deletion of the Contract Manager but will accept Contractor Website in lieu of Eligible User. State agreed to add CA's Technical Support Policy and Terms to Section 6.3.

- c. No Hardship/Passive License Monitoring.** Unless an Eligible User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, the Contractor hereby warrants and represents that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that Eligible User shall not have an adequate remedy at law, including monetary damages, and that Eligible User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Authorized User shall be entitled.

CA Response: Modification Proposed: The following shall be added at the end of the paragraph: "The foregoing representations and warranties of CA notwithstanding, Licensee understands and agrees that certain of CA's software programs contain keys which require renewal for continued operation, and that, provided CA notifies Licensee in advance of the existence of such keys, the use of such keys, is not restricted or prohibited by the terms of this provision." State rejected reference to "passwords but will accept the word "key(s)."



- d. **Source Code Escrow for Licensed Product.** If Source Code or Source Code escrow is offered by either Contractor or Product intellectual property owner to any other commercial customers, Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) will certify to the State that the Product manufacturer/developer has named the State, acting by and through the Eligible User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

CA Response: Modification Proposed: CA takes exception to the requirement above. Source Code is only offered subject to the following clarification

"Vendor has deposited a copy of the source code of the Software with Mendelsohn, Kary, Bell & Natoli, 529 Fifth Avenue, 2nd Floor, New York, NY 10017. Such source code will be updated with each new release of the Software which will also be deposited with the escrow agent. Such copies of the source code will be held in escrow and in the event of a final adjudication of Vendor as bankrupt, Department will, upon payment of the duplication cost and other handling charges of the escrow agent, be entitled to obtain a copy of such source code from the escrow agent. Department will, however, only use such copy of the source code internally to support the Software. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in the form as delivered by Vendor, to be delivered to Department at the appropriate time."

5.8 Contract Service Requirements.

Requests by State Agencies and Eligible Users for Product Literature, Price Lists, and Specifications must be provided within five (5) working days after receipt of written request, at no charge to Eligible Users. However, the Department reserves the right to review and approve all Product Literature, Price Lists, and promotional materials before distribution to State Agencies and Eligible Users.

Awarded contractor(s) shall have a single point of contact for customer support. This individual may support multiple Eligible Users and respond to Eligible User calls and/or emails within twenty-four (24) hours. Customer Support contact information shall be provided on the Ordering Instructions form. The Contractor(s) shall make all Eligible Users of the contract aware of its existence at the time of order to ensure that contractual pricing is utilized.



Contractor(s) shall provide toll-free customer service phone support from 8 hours a day, 5 days a week (Monday through Friday), except for National and State recognized holidays. TDD (Telecommunication Device for the Deaf) access must be made available during the above customer service operating hours.

Contractor(s) shall provide an after-hours contact number for use by Eligible Users for emergency orders after standard customer service operating hours.

CA Response: Modification Proposed: State and CA agreed to allow "8 hours a day, 5 days a week."

In addition, CA provides a self-service website, CA Support Online, <http://support.ca.com>. CA Support Online enables customers to connect more quickly and easily with CA any time day or night and enables IT administrators to:

- Obtain current documentation, including technical documentation and user documentation.
- Take advantage of sophisticated self-help technology to review product problems and solutions

In reference to TDD access, CA agrees to add the following instructions on the CA Florida ITN website:

"Notice to the Hearing Impaired regarding the Florida ITN contract:

- Call the Florida Telecommunication Relay Service Toll Free TDD/TTY at 1-800-955-8771
- At that point, please have the person at the relay service contact CA, Inc. on 1 888 517-1484"

5.9 Delivery.

Pricing shall include inside delivery to the ordering agency within 30 days after receipt of purchase order.

CA Response: Modification Proposed: CA understands that a purchase order is based on agreed to pricing per this agreement and as negotiated between Customer and CA and inside delivery does not include installation or implementation of software.

5.10 Contract Reporting Requirements.

The Contractor shall be responsible to report sales data to the Contract Manager on a quarterly basis using the (State Term Contract) STC Reporting Form in Section 7.15 of the ITN. The State of Florida is not a party to the contractual relationship between the Contractor and their resellers.

- The following data must be reported to the Contract Manager on a quarterly contract basis: Report shall include:
 - Contractor/Reseller Name and FEIN number
 - Contact Information
 - Reporting Period
 - Total dollar value of purchases per quarter as noted on the form.
 - Total dollar value of purchases per quarter indicating product group.
 - Minority Business Spend shall be included in the same report on the tab marked CMBE Spend Report.
- Financial Viability Statement. Contractor shall provide a copy of their Dun and Bradstreet report and shall be responsible to immediately notify the Contract Manager of



any changes in the company's financial status that would affect the Contractor's ability to fulfill their contract obligations with the State.

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the contract supplier being found in default and cancellation of the contract by State Purchasing.

Submission of the Contract Sales Summaries shall be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary report by email to the Contract Manager.

CA Response: Agreed

5.11 Business Review Meetings.

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a Business Review meeting. The business review meeting may involve, but not be limited to, the following:

- Review of Contractor performance
- Review of minimum required reports
- Review of continuous improvement plans

The Department encourages Contractors to identify opportunities to generate lower costs. A continuous improvement effort, consisting of various ideas to enhance business efficiencies, may be discussed at the Business Review meetings or as identified.

CA Response: Agreed

5.12 Implementation of Contract.

In order to streamline the procurement process and ease of use for state agency buyers, the Contractor shall provide its catalog data electronically using the State's eProcurement system through a "punch-out" solution in which the Agency accesses the Contractor's website directly from the system, rather than the system maintaining the Contractor's data. This solution must allow the Agency to reach the Contractor's site, browse for Contracted items only, and return to the system with a list of items ready to be inserted into a requisition. Returned product information must include, but is not limited to, Contractor name, brand/manufacturer, SKU, product name, brief description (for supplies, include what machine product is for), recycled content flag, approved green product flag, certifying green label / standard, unit of measure, and price.

If the Contractor does not choose to provide a punch-out catalog, the Contractor shall provide a Line-Item catalog. All awarded contractors must make their awarded products and prices available on the Contractor's Florida Specific website as required in Section 5.13 Contractor's State Contract Webpage.



After the Contract has been awarded, the Contractor will have up to sixty (60) days to establish a State Contract punch-out website. The MyFloridaMarketPlace (“MFMP”) third-party Service Provider, Accenture, is responsible for working with Contractor to assist in the implementation of a punch-out solution with the eProcurement System. To accomplish this conversion, the awarded Contractor shall provide requested information directly to the Service Provider in the format required by the Service Provider. No costs or expenses associated with providing this information shall be charged to the Department, Eligible Users, or Service Provider.

Contractor punch-out solution must meet the following requirements:

- The solution must conform to cXML 1.0 or 1.1 standards.
- The solution must conform to the technical specifications and implementation requirements provided by Accenture, and the Contractor must work with Accenture to ensure successful integration of the punch-out solution into the system
- The solution must have the capability to provide only those products awarded under the Contract, and block any non-Contract item(s) from being added to the requisition.
- The punch-out site must provide the Contract Manager, or designee, the ability to audit catalog items and prices and must provide a method to download loaded items and prices into an Excel file format. Audit time and date shall be determined by the Contract Manager and shall occur at random intervals.

CA Response: Modification Proposed: Per Amendment 3, dated October 10, 2008, to the first State of FL DMS ITN. This requirement may be met by either a “PunchOut List or a Line Item Catalog. CA chooses the latter format. Please see GSA pricelist.

5.13 Contractor’s State Contract Webpage.

The Contract resulting from this solicitation will become a public document. State Purchasing uses its web page to distribute State Term Contract and product information to eligible users and other interested entities.

The Contractor shall, within thirty (30) days after the date of award listed on the Certification of Contract document, develop and maintain a State Contract web page on the Internet to post approved Contract information, which shall include pricing, percentage discounts, terms, catalogs, ordering instructions, descriptive information, list of products that meet the State of Florida’s approved green product labels / standards, and product pictures. The Home Page must be compatible with the most recent version of browser software being used by the Department. As of the writing of this solicitation, Internet Explorer 7.0 is the Department’s Internet browser standard. The Department intends to upgrade to new browser versions as they become available and fully tested, at its discretion. The Universal Resource Locator (URL) for the Internet Home Page must be listed in the space provided on the Ordering Instructions page of the solicitation. No costs or expenses associated with providing this information shall be charged to the State.

The State Contract vendor supplied web site must have the following requirements:

- Specify that the web page is for the State of Florida
- Contract Number and Beginning and Ending Contract Dates
- State of Florida approved Contract pricing;
- Detailed item descriptions, item numbers, unit of measure;



- Robust search engine capabilities;
- Authorized Dealers, if any;
- Additional links or information to access product literature of awarded items;
- Additional links to the vendor's home page, the history of the company, etc.;
- Additional links to access technical product literature of awarded items;
- Servicing dealers with current contact information;
- Offer photos of awarded products (where applicable);
- List of products that meet the State of Florida's approved green product labels / standards;
- When possible, provide indicators of recycled product and minority manufactured products; and
- Universal Resource Locator (URL) for the Internet Page must be supplied to the Department prior to the implementation of the Contract.

Additional mandates include:

- If unauthorized information is discovered on the State Contract Web Page, the Contractor's link may be immediately disconnected and the Contractor shall be liable for any incorrect or unauthorized purchases.
- Access to the Contractor's State Contract Web Page, or to links or documents on that Web Page, shall not require a password.
- Contractor's State Contract Web Page shall be compatible with the current version of browser software used by State Purchasing.
- Barring unexpected technological interruptions or forces of nature, frequent or consistent web page inaccessibility may be grounds for contract termination.

Contractors should note that the US Federal Trade Commission's Guides to the Use of Environmental Marketing Claims (Green Guides) regulate how companies label and advertise using environmental claims / terms. See [Environmental marketing claims](#) (16 C.F.R. Part 260) for details. It is the Contractor's responsibility to accurately identify their products that meet the State of Florida's approved green product labels / standards (e.g., Energy Star, Green Seal) in their electronic catalog, punch-out site and on State Contract web page. Failure to accurately represent green products may result in the Contractor's immediate removal from the contract.

CA Response: Agreed

5.14 Electronic Invoicing.

Notwithstanding any provision of the contract, the contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the State's eProcurement system. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of the following mechanisms – cXML, EDI 810 or web-based invoice entry within the ASN.

For the purposes of this section, the contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the State's third party eProcurement provider, the right and license to use, reproduce, transmit, distribute and publicly display within the system the information outlined above. In addition, the contractor warrants and



represents that it is authorized and empowered to and hereby grants the State, and the third party provider, the right and license to reproduce and display within the system the contractor's trademarks, system marks, logos, trade dress or other branding designation that identifies the products made available by the contractor under the contract. If the contractor is not the manufacturer, it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this section, including securing any intellectual property rights of the manufacturer.

CA Response: Agreed.

5.15 Requests for Quotes.

Additional quotes are not required under this contract; however, customers have the option to initiate a request for quotes (RFQ), which is an oral or written request for written pricing or service information from a Contractor/Authorized Dealer for products available under the Contract from that Contractor. If Eligible Users elect to utilize a RFQ, they shall create and maintain written records of oral and written requests, as well as records of quotes received. Quotes shall be in writing but otherwise informal, and need not be received or posted publicly or at a particular time or place. A Customer shall initiate a sufficient number of requests to obtain a minimum of three quotes, and shall place its purchase order with the Contractor quoting the lowest price, unless the Customer documents in writing that the lowest price quote would not result in best value.

CA Response: Agreed.

5.16 Pricing.

It is the intent of this solicitation to obtain pricing that is better than or comparable to pricing models provided to other government entities of the same size and class as the State of Florida. Similarly situated states shall include California, Texas and New York.

Cost savings/avoidance shall reflect a discount percentage off of the awarded contractor(s) current "Manufacturers Retail Price." Price sheets shall reflect the pricing models requested within this ITN. State agencies and any Eligible Users shall have the right to purchase additional software products offered by the Contractor under the same negotiated terms and conditions, for the length of this contract, to simplify additional purchases.

5.16.1 Growth Capacity Expectations – Respondent is encouraged to provide pricing that takes into account the potential for growth or any new data center consolidation models that may require larger capacities.

5.16.2 Pricing Models - Respondent shall provide pricing models for software meeting the categories in Section 6.1, Eligible Software. Prices must be submitted using the attached Price Sheet in Section 7.1 of this solicitation. Pricing models shall include one or more of the following:

- i. MIPS
- ii. Subcapacity
- iii. Partition (LPAR)



- iv. MSU
- v. CPU
- vi. Instance-Based
- vii. Usage-Based
- viii. Transfer or assignment of contracts from state agencies to hosting or “primary” data centers.
- ix. Location licensing, which will allow for a change in location and transfer of ownership.
- x. One-time upgrade costs
- xi. Maintenance agreements (standard and consolidated)
- xii. Added Value such as tiered discounts, additional service, etc.
- xiii. Special Pricing Incentives
 - 1. In accordance with the terms and conditions of this Invitation to Negotiate, the Contractor may submit offerings for special pricing incentives related to areas such as competitive replacement, consolidation and standardization, or other opportunities to support cost savings to the state. Such offerings may be bundled with services as noted in Section 1.4 of this solicitation.

CA Response: CA agrees and would like to clarify that CA will provide pricing discounts similar to other state entities, outside the State of Florida, that enter into a master agreement with CA after the effective date of this ITN.

CA would also like to clarify that prices offered under this ITN are based on the current GSA prices as agreed to in Section 5.17 below under the terms and conditions of the ITN and that CA's modification language in GSA Schedule Contract No. GS-35F-0823M incorporated herein as Attachment C further clarifies the ITN and provides terms and conditions where the ITN is silent.

CA is also prepared to offer competitive replacement discounts under certain, specific conditions. CA will be happy to discuss details of these discounts at the appropriate time.

In addition, CA accepts the Clarification of Services and Training under the ITN per below and shall provide these Services subject to a Statement of Work:

“Section 1.4.c Clarification: (REV 6/26/09)

c. Services: Eligible Users may acquire services, including maintenance, consulting, and training under this Contract. Consulting and training services as set forth in Section 6.3 of this solicitation may be acquired from Contractor on a limited basis. Pricing for these services must be included in the price sheet in Section 7.1 and approved by the Department. Consulting services purchased under any contract resulting from this ITN shall be limited to the installation of software or customization of the Contractor's product line and must directly relate to products sold. Consulting for installation or customization of products sold and training for products sold may not exceed Category two purchasing threshold amounts. Consulting and training which exceed the Category two threshold limit shall be procured competitively using the appropriate procurement process selected by the Eligible Users.

Limited basis is clarified as follows:

Category two requirements only apply when consulting or installation services are outside of the scope of this contract. Normal installation or customization of products on contract do not require users to bid out those services or to complete a single source form even when the amount of installation or customization exceeds \$25,000.

February 19, 2010



Software training that exceeds the \$25,000 threshold for Category two must be competitively procured.

Consulting services that would normally be procured using the IT Consulting contract (# 973-561-09-1) must be procured on that contract. Other consulting services that are outside the scope of normal installation or customization of software products must be competitively procured when cost exceeds Category two thresholds.”

CA would like to clarify that there is not another company, including CA authorized resellers, that is authorized to deliver training against CA's software.

Pricing for the Services would be based on either a FFP (Firm Fixed Price) or T&M (Time and Material) per the Labor rates as defined in the Pricing in Section 7.1 herein.

In addition, CA does not offer site licenses or site license pricing on its current products. With regard to any prior site licenses that may be in effect prior to this ITN, CA is amenable to discussing and renewal pricing for any such site licenses.

5.17 PRICE Adjustments.

Prices shall be firm against increase for twenty-four (24) months from the original effective date of contract. After this period, requests for decrease may be submitted to the State if there has been, or is, a documented decrease in cost, with the State reserving the right to accept or reject requests within thirty (30) days after receipt of request. Price decreases may be requested by either party one (1) time per year (following the 24-month price freeze) by using the Producer Price Index (PPI) for Industry: Electronic Computer Manufacturing, as published by the U.S. Bureau of Labor Statistics. The rate adjustments will be based on the PPI (Series ID pcu5112-5112). The State may request a reduction in price any time the PPI shows de-escalation in costs.

The last published non-preliminary Producer Price Index for the month prior to award/anniversary date of the contract will be the reference date for the beginning (old) PPI Index. The most recent published Producer Price Index prior to the contract year to be priced will establish the reference data for the New PPI Index.

All requests for price adjustments must be substantiated by manufacturer's certification of cost or other documentation and approved by the State of Florida's Contract Administrator prior to implementation. There can only be one rate adjustment per twelve (12) month period and the maximum net rate percentage decrease per twelve (12) month period shall not exceed the PPI allowable amount or 3%, whichever is less.

The price de-escalation formula will be tied to the change in the commodity for Software Publishers, PPI Series ID pcu5112--5112. The formula is calculated by dividing the New PPI Index by the Old PPI Index to identify the Price Escalation Rate. The Old Price is multiplied by the Price De-escalation Rate to determine if a price reduction is warranted. This formula applies after Year 2 of the contract and on each subsequent anniversary of the contract effective date.

Details on how this PPI has historically performed can be found at the Bureau of Labor Statistics web site and following the below steps:

- Go to BLS website: <http://www.bls.gov/ppi/>



- Navigate to the “Get Detailed PPI Statistics” section
- Select “Create Customized Tables (one screen)”
- Click on the link titled “Industry Data”
- Type “5112” in the “Select an Industry” box for the Electronic Computer Manufacturing category and hit the adjacent “Find” button.
- Select “5112--5112” for Software Publishers in the “Select One or More Products” box and hit the adjacent “Find” button. A table similar to the one shown below will be created.

Series Id: PCU5112--5112--													
Industry: Software publishers													
Product: Software publishers													
Base Date: 0312													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2003												100.0	
2004	99.4	100.5	100.4	100.4	100.0	100.2	99.8	99.7	98.6	99.9	99.8	99.3	99.8
2005	98.8	99.5	99.3	99.9	99.4	99.7	99.2	99.7	100.7	100.8	100.6	100.3	99.8
2006	101.0	100.1	99.1	98.7	100.3	100.3	100.0	100.1	100.3	100.6	100.6	100.3	100.1
2007	99.5	99.9	99.9	100.1	99.6	99.4	99.5	99.9	99.5	99.4	99.4	99.3	99.6
2008	99.5(P)	99.1(P)	100.9(P)	101.8(P)									
P: Preliminary. All indexes are subject to revision four months after original publication.													

Example:

Index at one year anniversary.....	99.1
Divided by index at time base price was set	100.1
Equals (De-Escalation Rate).....	0.99

To determine the new discount percent:

New PPI / Old PPI = Price Escalation/De-escalation Rate (rounded to the four decimal points). Then take Old Price Discount % / Price Escalation De-escalation Rate = New Price Discount % (rounded to two decimal points).

Calculation:

99.1 ÷ 100.1 = .9900 (which equates to a Price De-escalation Rate of 99%)

25% ÷ 99.00% = 25.25% (New Price Discount Percent)

Any decreases negotiated during the term of the contract shall become effective no later than thirty (30) days after approval of the request.

CA Response: Modification Proposed: CA takes exception to the requirement above and offers the following terms as agreed to by CA and the State:

- CA agrees to hold the forty-five percent (45%) discount on mainframe products offered under the GSA Schedule for four (4) years from the effective date of this Contract. Upon



expiration of the four (4) years, CA will have the ability to negotiate discounts in accordance with our GSA Schedule contract for the remaining option years of the Contract.

- CA agrees to hold product increases on the list price of our mainframe products to which the 45% discount would be applied under the GSA Schedule for a period of two (2) years from the effective date of this Contract. After that 2 year period, CA may increase the cost of the base products subject to GSA terms (currently by not more than 10% per year).
- Under this Solicitation, CA agrees to hold the Labor rates for a period of two (2) years from the effective date of this Contract. After that two-year period, Labor Rates will be offered at the prevailing GSA rates beginning on the third (3rd) anniversary of the effective date of this Contract.
- CA agrees to hold the Education/Training prices at the prices as listed in the GSA Schedule for a period of two (2) years from the effective date of this Contract. After that 2-year period, Education/Training prices will be offered at the prevailing GSA rates beginning on the third (3rd) anniversary of the effective date of this Contract.

5.18 Contract Revisions

Revisions to product offerings, pricing, terms, or presented materials must be approved by the Department prior to advertisement or implementation. Requests for revision shall be submitted in writing to the Contract Administrator for review and approval. Revision requests must be submitted to the Contract Manager on the Product Update Form in Section 7.7.

CA Response: Agreed.



5.19 New Product Additions

New products may be considered for addition to the contract. All requests for review shall be made in writing and shall include product literature and pricing (in Excel format with a copy provided on CD). New products may not be marketed as approved products prior to written approval from the Contract Administrator. New Product addition requests must be submitted to the Contract Manager using the Product Update Form in Section 7.7.

CA Response: Agreed

5.20 References

All respondents shall provide a minimum of five references for Mainframe software products sold in the last twenty-four (24) months. References provided should support the Contractor's ability to meet the needs of "Eligible Users" within the State of Florida. References must complete the form set forth in Section 7.6. References shall include the following: the name of the agency, university, city, county or school board, contact information and indicate the specific software and where it was purchased in addition to the questions contained in the form. Failure to supply the required documentation may result in disqualification of your proposal. The State of Florida reserves the right to contact the references regarding the products/services provided.

CA Response:

State of Florida Department of Financial Services



DO1022123.html

State of Florida Department of Highway Safety and Motor Vehicles



DO1072793.html

State of Florida Department of Children and Families



DO1020417.html

State of Florida Department of Corrections



DO1019079.html

State of Florida Department of Revenue Information Services Program



DO618849.html



5.21 Purchase Orders

All respondents shall provide a minimum of five (5) purchase orders or invoices with the proposal package to document the sales of each manufacturer's brand proposal. Purchase Orders shall indicate the date the order was received and the date the order was shipped to the customer. Purchase Orders provided should be comparable or represent a typical order that would be placed by a state agency or eligible user such as city, county or school. Purchase orders may, but are not required to, match the references cited above. Failure to supply the required documentation may result in disqualification of your proposal.

CA Response: See response to 5.20.

5.22 Authorized Dealers

Respondents may allow authorized dealers, as defined in Section 3.1, to provide products and services on their behalf using the Authorized Dealer Form indicated in Section 7.17. Respondents are encouraged to utilize Certified Minority Business Enterprise (CMBE) dealers. Respondent shall identify any CMBE dealers on the Authorized Dealer Form. Each dealer named will be responsible for product delivery and service for any orders received as well as providing assistance to Eligible Users. Dealers receiving orders on behalf of the Contractor are required to register in MyFloridaMarketPlace and with the Division of Corporations. All authorized dealers shall be under the DIRECT SUPERVISION of the awarded vendor and shall follow all contract requirements.

CA Response: CA does not anticipate using authorized dealers or contractors in the completion of this contract.

5.23 Environmental Standards

Florida Governor Charlie Crist signed Executive Order 07-126, titled "Leadership by Example: Immediate Actions to Reduce Greenhouse Gas Emissions from Florida State Government"; Executive Order 07-127, "Immediate Actions to Reduce Greenhouse Gas Emissions within Florida"; and Executive Order 07-128, "Florida Governor's Action Team on Energy and Climate Change."

The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of any response the Respondent's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Respondent shall also provide a plan for reducing and or handling of any hazardous waste generated by Respondent's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

Describe what efforts your company (as Contractor) will take to encourage the participation and support of these and other environmental programs.



CA Response: All CA software products are environmentally friendly.

CA has an internal Environmental, Health, and Safety Policy that is promulgated to all CA Employees. The policy states: "This policy is used to foster an environmentally "Green" consciousness and promote good environmental stewardship at CA. CA promotes "Green Initiatives" to minimize resource depletion, focus on sustainable resources, and minimize and recycle waste and other activities."

As a developer of computer software, CA Inc. (CA or the Company) does not directly produce harmful waste or byproducts in the course of doing business. As a global company, CA recognizes the importance of health and safety and the environment as an integral part of its business. From a cultural standpoint and our company's core values, we are highly aware of the need for health, safety and environmental management whenever in our control. As a result, we are committed to ensuring; so far as reasonably practicable, the health, safety and welfare at work of all staff and people who visit our premises. CA will continue to balance the needs of the business with the need to protect and improve the environment where we operate. CA will ensure that all its operations are conducted in compliance with all applicable laws, environmental regulations and codes of practice.

5.23.1 Florida Climate Friendly Products

Contractors are encouraged to propose products that meet the Florida approved green product labels/standards.

Under the leadership of Florida Governor Charlie Crist, the Department of Management Services (DMS) encourages the purchase of environmentally preferable products (EPPs) by Florida governmental entities where possible. Upon award, Contractors will be encouraged to submit a list of their qualifying products for review and posting to the Florida Climate Friendly Products List. The current list can be viewed at the following DMS website link: http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/florida_climate_friendly_products_list

The Florida Climate Friendly Products List includes state contract approved products that have received one or more of the following certifications, labels, and standards:

- [California Energy Commission \(CEC\) Appliance Efficiency Regulations](#)
- [California Environmentally Preferred Products Guide](#)
- [California State Agency Buy Recycled Program \(SABRC\)](#)
- [Electronic Product Environmental Assessment Tool \(EPEAT\)](#)
- [Energy Star](#)
- [EPA Comprehensive Procurement Guidelines \(CPG\)](#)
- [EPA SmartWay and SmartWay Elite](#)
- [EPA WaterSense](#)
- [Forest Stewardship Council \(FSC\)](#)
- [Green Seal](#)
- [Greenguard](#)
- [MDBC's Cradle to Cradle Silver Certification \(or higher\)](#)
- [Minnesota Green Guardian EPP Guide](#)
- [NEMA Premium](#)
- [RoHS](#)
- [SCS \(Scientific Cert. Sys.\) / NSF International](#)
- [Terra Choice / Ecologo](#)
- [US Federal Energy Management Program \(FEMP\)](#)
- [USDA Organic Label](#)



CA Response: No CA mainframe software products have been designated as Florida Climate Friendly.



4. State of FL ITN Section 6

SECTION 6.0

TECHNICAL SPECIFICATIONS

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6.1 Eligible Software

Mainframe software will be divided into the following categories. Respondents may, but are not required, to submit proposals for all categories. Respondents shall indicate on the Software Category form (see attachment 7.12) the product categories for which the respondent will supply software products. The State of Florida does not guarantee the purchase of any of the products listed on the form. The product category list will be published on the DMS website upon contract award to indicate to Eligible Users the products available along with the name of the software providers for ordering purposes.

The products categories included in this Invitation are:

1. Application Development
2. Network & Systems Management Software
3. Application Integration & Middleware
4. Security Software
5. Database Management Systems
6. Miscellaneous Mainframe Software (see the Product Category List in Section 7.12. This is not the same as items that may be listed in the Balance of Line on the Price Sheet)
7. Balance of Line Products

Balance of Line Products are Enterprise Software Agreements that may be offered as part of the Respondent's proposal. Software Agreements offered may encompass Respondent's entire software line; however, software products may not be on more than one State Term Contract. The Department reserves the right to accept or reject any items submitted. The Department further expects pricing commensurate with Government entities of comparable size and volume. Vendors who are awarded balance of line software products on this contract would not need to respond to any other phase of these software solicitations.

CA Response: CA understands and will comply.



6.2 Software Acceptance

Once software has been physically received, the Contractor shall consider the Product accepted for use in order to comply with the Sarbanes Oxley reporting requirements; however, the State has additional acceptance criteria, which will be used to justify product returns. Eligible users who have software installation permissions granted by the user's agency shall be responsible for determining acceptance of products purchased. The minimum acceptance criteria are as follows:

6.2.1 Acceptance of Stand Alone Software: Acceptance of software products is conditioned upon set forth herein:

- The software is free of computer viruses
- The software is compatible with other products in use
- The software can operate in the intended working environment and required parameters
- The software was delivered with the relevant manuals or access was provided to electronic manuals.
- The required functionality is fulfilled.

LANGUAGE OFFERED FROM STATE THROUGH A DOC ENTITLED "CONTRACT REVISION DOCUMENT."

6.2 Software Acceptance

The State has additional acceptance criteria which will be used by the Eligible User in accepting the software as part of its acceptance as defined in Section 5.2. These criteria are as follows:

6.2.1 Acceptance of Stand Alone Software: Acceptance of software products is conditioned upon the following:

- The software is free of computer viruses as determined by commercially available antivirus software.
- The software is compatible with other products in use as specified in the product Documentation
- The software can operate in the intended working environment and required parameters as determined by the specifications of the applicable software.
- The software was delivered with the relevant manuals or access was provided to electronic manuals as applicable.
- The required functionality is fulfilled as determined by the software operating in conformity with its applicable specifications.

CA Response: CA agrees with the new language in 6.2.1 above and would like to clarify that CA warrants that the Software will operate in material compliance with its Documentation and as outlined in the *CA GSA Schedule in Attachment C on page 11, Section 2. Guaranty/Warranty and on page 21, Section 9, Warranty for education courses.*

6.2.2 Acceptance of self-developed software or software developed by third parties: Acceptance will be denied if any of the following occur:

- Serious errors are detected in the software



- Test cases occur where the calculated results do not correspond to the estimated results
- User manuals or operating instructions are not available or are inadequate

LANGUAGE OFFERED FROM STATE THROUGH A DOC ENTITLED "CONTRACT REVISION DOCUMENT."

6.2.2 Acceptance of self-developed software or software developed by third parties: Acceptance will be denied if any of the following occur:

- Serious errors are detected in the software which demonstrates substantial noncompliance with the applicable specifications.
- User manuals or operating instructions are not available or are inadequate to demonstrate operation of the software.

CA Response: CA agrees to the new language in 6.2.2. above and interprets this provision to address custom code development. CA would like to clarify that it is a commercial items vendor and licenses commercial-off-the-shelf software. In the event that custom code is requested, the parties will specify terms pertaining to custom code in a separate Statement of Work.

6.3 Standard Support

Contractors shall provide the following levels of support under the Contract:

- Inside delivery, with buyer set-up and installation
- Standard intellectual property owner's warranty
- 30-day money back guarantee (after acceptance), return to Contractor, with no shipping charges or restocking fee or comparable charges
- Installation advisory support – help with installation and updating of standalone applications or products in a network environment.
- Corrective support – to resolve identifiable and reproducible software product problems and to help customers identify problems that are difficult to reproduce; includes assistance with trouble-shooting and with setting configuration parameters.
- Escalation management – Establish escalation procedures and enlist specialized expertise from Contractor and selected third parties.
- Electronic software information – Provide access to software patches, a symptom-solution database, product descriptions, specifications, technical literature, etc.
- Coverage windows – minimum of 8 hours a day, 5 days a week minimum coverage Monday – Friday, excluding holidays.

Optional Support that may be offered on particular purchases:

- Warranty upgrade (to 3-year maximum). Warranty upgrade may be purchased at time of system purchase or during the warranty period
- Software product and documentation updates
- Software Training (for individual products or product suites)
- Manufacturer provided installation
- Consulting Services (limited to customizations of product offered or directly related to products sold).
- Additional coverage options such as:



- 24/7/365
- Extended hours
- Other

Optional support levels resulting in increased cost to Customers shall be clearly and separately identified on the Contractor's authorized product and price list. Integrated components shall carry the same support level and warranty provisions as the system. Optional support shall also be offered at the same percentage discount as the awarded category of items that the optional support is associated with.

CA Response: CA agrees to the above Standard Support with a Modification Proposed below with respect to thirty (30) day money-back guarantee. Please refer to Section 4, *Software Maintenance* on page 12 of the GSA Schedule in Attachment C hereto. CA accepts that where there is a conflict between the terms of the ITN and the terms of the GSA Schedule, the ITN terms, as negotiated, shall prevail. In addition, CA provides a self-service website, CA Support Online, <http://support.ca.com> that describes CA support policies and terms.

Modification Proposed: (with respect to thirty (30) day money back guarantee): In the event CA shall be unable to cause a Licensed Program to operate according to CA's published specifications in a material manner within thirty (30) days following written notification of the defect by Licensee (the "Notice"), either CA or Licensee on written notice may terminate this license with respect to such Licensed Program (the "Canceled Program"). In the event of such termination, the aggregate license fee payable under this Order Form with respect to the Canceled Program (the "Canceled Program Fee") shall be divided by the number of months in the initial term of the license for the Canceled Program as provided in this Order Form, yielding the average monthly charge for the Canceled Program. Such average monthly charge shall be multiplied by the number of months or part thereof from the Effective Date of this Order Form until the date of CA's receipt of the Notice to yield the portion of the license fee earned by CA (the "Earned Fee"). Thereupon, CA shall relieve Licensee of its obligation to pay any unpaid portion of the Canceled Program Fee in excess of the Earned Fee and shall refund to Licensee any portion of the Canceled Program Fee previously paid hereunder in excess of the Earned Fee. The foregoing shall constitute the entire liability of CA to Licensee with respect to CA's limited warranty made hereunder respecting performance of the Canceled Program. In the event, however, that Licensee's notification shall be determined to have been based upon its errors in operating the Canceled Program and not upon such a defect, Licensee shall reimburse CA for its time and effort in accordance with CA's then prevailing rates for consulting services, plus all out-of-pocket expenses incurred by CA in connection therewith.

6.4 Software License.

Where product is acquired on a licensed basis, the following terms shall constitute the license grant.

- a. **Scope:** Licensee is granted a non-exclusive license to use, execute, reproduce, display, perform, or merge the product within its business enterprise in the United States up to the maximum licensed capacity identified on the purchase order. The product may be accessed, used, executed, reproduced, displayed, or performed up to the capacity measured by the applicable licensing unit identified on the purchase order (i.e., MIPS, MSU, LPAR, Subcapacity, etc.). Licensee shall have the right to use and distribute modifications and customizations of the product to and for use by any Customers otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish licensor's proprietary title or



interest. This paragraph grants no license, right, or interest in any trademark, trade name, or service mark.

CA Response: CA agrees with the terms above as long as the State agrees that the terms "modifications" and "customizations" in this paragraph means CA authorized adaptations to the software that is described and authorized in the applicable User Manual. For additional CA clarification, please see Section 9, *Utilization Limitations*, page 16 of the CA GSA Schedule in Attachment C hereto. CA also agrees that in the event of any conflict in terms on the issue of the software license grant between the GSA Schedule and this ITN, the ITN terms will prevail.

- b. **Term:** The license term shall begin the date the product is accepted. Where a license involves licensee's right to copy a previously licensed and accepted master copy, the term shall begin the date the purchase order is executed.

CA Response: CA agrees and will accept the following clarification issued by the State with the redlined changes:

F.S. 215.422 states that "Approval and inspection of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise."

The Mainframe Software contract allows up to 30 days for acceptance of a product or service in order to account for special customizations, vendor installations, etc. Any special conditions must be expressed in writing either on the PO (purchase order) or in the SOW (statement of work) that is attached to the PO and CA must have agreed to any special acceptance time frames in advance. If a software product is downloaded, then CA will use the PO date for the acceptance date. If the customer downloads software that appears to contain errors or if the file is corrupt, **the customer must** immediately contact CA to resolve the issue. If the item is not downloaded, then the customer has 5 business days from the date of physical receipt of the product to **accept** the software.

- c. **Documentation:** Upon request, the Contractor shall deliver to the licensee at the Contractor's expense (1) one master electronic copy and one hard copy of product documentation or (2) one master electronic copy and hard copies of the product documentation by type of license in the following amounts, unless otherwise agreed: for individual/named user, one copy per licensee; for concurrent users, ten copies per site; for processing capacity, ten copies per site. The master electronic copy shall be in either CD-ROM or diskette format and usable without conversion (for example, if a unit has only a 3½" disk drive, software shall be provided on 3½" diskettes). The Contractor hereby grants the Customer a perpetual license right to make, reproduce (including downloading electronic copies), and distribute, either electronically or otherwise, copies of product documentation as necessary to enjoy full use of the product in accordance with the terms of the license.

CA Response: CA and the State have agreed that not all licenses are perpetual. For additional information, please refer to page 42 of the **CA GSA Schedule in Attachment C**. CA also agrees that if there is any conflict in terms between the GSA Schedule and this ITN, the ITN terms will prevail.



- d. Technical Support and Maintenance: Licensee may elect the technical support and maintenance (“maintenance”) set forth in the Contract by giving written notice to the Contractor any time during the Contract term. Maintenance shall include, at a minimum, (1) providing error corrections, patches, updates, revisions, fixes, upgrades, and new releases to licensee, and (2) Help Desk assistance accessible via toll-free or local telephone call or on-line. The Contractor shall maintain the products so as to provide licensee with the ability to use the products in accordance with the product documentation, without significant functional downtime to ongoing operations during the maintenance term. The maintenance term(s) and any renewals are independent of the Contract term. The Customer may discontinue maintenance at the end of any current maintenance term upon notice to the Contractor; provided, the term shall not automatically renew. If the Customer does not initially acquire, or discontinues, maintenance, the Customer may at any later time reinstate maintenance without any penalties or other charges, by paying the Contractor the amount, if any, that would have been due under the Contract for the period that maintenance had lapsed, or for twelve months, whichever is less.

CA Response: Modification Proposed: Maintenance, as used herein and outlined in Section 6.3 above, shall include telephone support and product fixes for each Licensed Program, as well as those unspecified enhancements, new versions, new releases and additional features of each Licensed Program that are developed hereafter by CA and made generally available during the Term, provided that (a) the same shall relate solely to the Licensed Programs hereunder, and (b) CA shall have no obligation to develop any such enhancement, new version, new release or additional features. In consideration of the Maintenance Fees, CA shall perform the Maintenance services described herein. CA shall deliver to Customer all Releases of the Licensed Program as soon as they are available for general release and shall provide the updated Documentation as it is produced.

As agreed to by CA and the State: “In regard to the reinstatement of maintenance, CA will agree, in lieu of charging the State CA’s standard reinstatement fee of 125% under the GSA Schedule, that on a case by case basis for each incident, where the State has canceled maintenance and then requests reinstatement, CA and the State will negotiate a fee mutually agreeable by both parties based upon any upgrades, bug fixes, patches, or other changes necessary to bring the product up to the current version specifications at the time of maintenance reinstatement.

- e. Transfers/Reassignment: Licensee’s operations may be altered, expanded, or diminished. Licenses may be transferred, renegotiated or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between agencies and sites. There shall be no additional license or other transfer fees due, provided that (1) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (see pricing model in Section 5.16.2) or (2) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system to restrict use and access to the product to that unit of licensed capacity solely dedicated to beneficial use for licensee. If the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of



restricting use is not available, the fees due the Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

CA Response: Modification Proposed: State Mandated Consolidation of Mainframe Systems

In the event of such legislatively mandated consolidation of mainframe systems, Licensee's obligations under this agreement related to the Licensed Programs will transfer subject to the following terms in the *GSA Schedule in Attachment C, page 41 section entitled "License Assignment and Change of Control."*

"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."

- f. Restricted Use by Third Parties: Outsourcers, facilities management, service bureaus, or other services retained by licensee shall have the right to use the product to maintain licensee's operations, including data processing, provided that (1) licensee gives notice to the Contractor of such third party, site of intended use of the product, and means of access, (2) the third party has executed, or agrees to execute, the product manufacturer's standard nondisclosure or restricted use agreement, which agreement shall be accepted by the Contractor, and (3) the third party shall maintain a logical or physical partition within its computer system to restrict access to the program to that portion solely dedicated to beneficial use for licensee. Licensee shall not be liable for any third party's compliance or noncompliance with the terms of the nondisclosure agreement, nor shall the nondisclosure agreement



create or impose any liabilities on the State or the licensee. Any third party with whom a licensee has a relationship for a State function or business activity shall have the temporary right to use product (e.g., Java applets), provided that such use shall be limited to the period during which the third party is using the product for the function or activity.

CA Response: CA agrees with the above ITN language except that CA would like to clarify that any third party usage of CA licensed software, services work product or other intellectual property must comply with additional requirements as outlined in the GSA Schedule in Attachment C, Section 9, Page 16. Any responsibility for third parties is not considered to increase or otherwise waive the limits of liability for the State of Florida pursuant to Section 768.28, Florida Statutes.

- g. Archival Backup: Licensee may use and copy the product and related documentation in conjunction with reproducing a reasonable number of copies for archival backup and disaster recovery procedures.

CA Response: Modification Proposed: Customer may, at no additional cost, make a number of copies as required by the State and mutually agreed upon by both parties of the Licensed Program for bona fide "cold standby" disaster recovery, backup, and archival purposes and may use such copies in the event of a bona fide disaster recovery event. Maintaining copies of the Licensed Programs in a "hot standby" environment or further and additional use of the Licensed Programs for disaster recovery, backup, and archival purposes shall be subject to payment of the applicable fees, if any, to CA.



- h. Source Code Escrow: If either the product manufacturer/developer or the Contractor offers source code or source code escrow to any other commercial customer, or if either entity seeks bankruptcy protection, then the Contractor shall either (1) provide licensee with source code for the product, (2) place the source code in a third-party escrow arrangement with a designated escrow agent, which shall be identified to the Department, and which shall be directed to release the deposited source code in accordance with a standard escrow agreement acceptable to the Department, or (3) certify to the Department that the product manufacturer/developer has named the State, acting by and through the Department, and the licensee, as named beneficiaries of an established escrow arrangement with its designated escrow agent, which shall be identified to the Department and licensee, and which shall be directed to release the deposited source code in accordance with the terms of escrow. Source code, as well as any corrections or enhancements, shall be updated for each new release of the product in the same manner as provided above and such updates shall be certified in writing to the Department. The Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph. The State may release the source code to licensees under the Contract which have licensed the product or obtained services, and which may use the copy of the source code to maintain the product.

CA Response: Modification Proposed: As with the response to 5.7.d. herein, CA takes exception to the requirement above. Source Code is only offered subject to the following clarification:

Vendor has deposited a copy of the source code of the Software with Mendelsohn, Kary, Bell & Natoli, 529 Fifth Avenue, 2nd Floor, New York, NY 10017. Such source code will be updated with each new release of the Software which will also be deposited with the escrow agent. Such copies of the source code will be held in escrow and in the event of a final adjudication of Vendor as bankrupt, Department will, upon payment of the duplication cost and other handling charges of the escrow agent, be entitled to obtain a copy of such source code from the escrow agent. Department will, however, only use such copy of the source code internally to support the Software. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in the form as delivered by Vendor, to be delivered to Department at the appropriate time

- i. Confidentiality: The product is a trade secret, copyrighted and propriety product. Licensee and its employees shall not disclose or otherwise distribute or reproduce any product to anyone other than as authorized under the Contract. Licensee shall not remove or destroy any of the Contractor's proprietary markings.

CA Response: Agreed

- j. Restricted Use: Except as expressly authorized by the terms of license, licensee shall not: copy the product; cause or permit reverse compilation or reverse assembly of the product or any portion; or export the product in violation of any U.S. Department of Commerce export administration regulations.

CA Response: Agreed



- k. Proof of License: The Contractor shall provide to each licensee that places a purchase order either (1) the product developer's certified license confirmation certificates in the name of the licensee or (2) a written confirmation from the proprietary owner accepting the product invoice as a proof of license. The Contractor shall submit a sample certificate, or alternative confirmation, which shall be in a form acceptable to the licensee.

CA Response: Modification Proposed: The resulting agreement from this RFP response and a signed purchase order will constitute proof of license. To the extent that there is any dispute concerning third-party product licenses, CA will provide appropriate documentation regarding third-party licensed products.

- l. Audit of Licensed Usage: The Contractor may periodically audit, no more than annually and at its expense, use of licensed product at any site where a copy resides provided that (1) the Contractor gives licensee at least thirty days written advance notice, (2) the audit is conducted during the licensee's normal business hours, (3) the audit is conducted by a State Inspector General's office or, for non-State licensees, by an independent auditor chosen by mutual agreement of the licensee and Contractor as follows: the Contractor shall recommend a minimum of three auditing/accounting firms, from which the licensee shall select one; in no case shall the Business Software Alliance, Software Publishers Association, or Federation Against Software Theft be recommended by the Contractor or used, directly or indirectly, to conduct audits, (4) the Contractor and licensee shall designate a representative who shall be entitled to participate, who shall mutually agree on audit format, and who shall be entitled to copies of all reports, data, or information obtained from the audit, and (5) if the audit shows that the licensee was not in compliance, the licensee shall purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the Contract price then in effect or, if none, then at the Contractor's U.S. commercial list price. Once such additional licenses and capacities are purchased, licensee shall be deemed to have been in compliance retroactively, and licensee shall have no further liability of any kind for the unauthorized use of the product.

CA Response: Agreed

m. Bankruptcy: The Contract is subject to the terms of section 365(n) of the United States Bankruptcy Code ("Code") if the licensor files a bankruptcy petition. Licensor's failure to perform its continuing obligations shall constitute a material breach of the Contract excusing performance by the licensee.

CA Response: Modification Proposed: The contract is subject to the terms of Sections 365 (n) of the United States Bankruptcy Code. CA proposes deletion of the remainder of the paragraph because it does not apply to bankruptcy.

5. State of FL ITN Section 7

SECTION 7.0

FORMS, ATTACHMENTS, AND WORKSHEETS

THE FORMS, ATTACHMENTS, AND WORKSHEETS ARE LOCATED IN AND ARE DOWNLOADABLE FROM THE MYFLORIDAMARKETPLACE SOURCING TOOL.

CONTENTS

7.1 PRICE SHEET

Note: All CPU pricing in the attached Vendor Price Sheet is based on a Group 40 machine size. Should the State of Florida require a price for a larger or a smaller machine, CA will need to provide that price on an order-by-order basis, honoring the same discount arrangement. (If CA were to provide all CPU configurations, it would entail approximately 21,000 price entries.)



FL ITN Final
Cost.xlsx



Mainframe eLearning
Bundle.pdf



FL ITN
INFORMATION TECHI

7.2 SAVINGS/PRICE REDUCTIONS



state of florida
mainframe price redu

7.3 CONTACT INFORMATION



Mainframe Software
Contact Information.

7.4 ORDERING INSTRUCTIONS



Mainframe Software
Ordering Instructions

7.5 CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM (PUR 7009)



Mainframe Software
Certification of Drug f

7.6 REFERENCES

See Section 5.20

7.7 STATE CONTRACT CHANGE FORM

Information only.

7.8 CONTRACT

Information only.

7.9 STATE OF FLORIDA VENDOR RESPONSIBILITY QUESTIONNAIRE



Vendor Responsibility
Questionnaire State c

7.10 PUNCH-OUT CAPABILITY QUESTIONNAIRE

Not Required.

7.11 MYFLORIDAMARKETPLACE ELECTRONIC INVOICING REQUIREMENTS

Information only.

7.12 PRODUCT CATEGORY LIST



Mainframe Software
Product Category List

7.13 EMERGENCY SITUATIONS FORM



Mainframe Software
Emergency Situations

7.14 VENDOR CHECKLIST

Information only.

7.15 CONTRACT REVISION FORM

Information only.

7.16 SAMPLE ARAVO TEMPLATE FOR LINE ITEM CATALOGS

This form does not need to be completed or uploaded at this time and is for informational purposes only.

7.17 AUTHORIZED DEALER FORM

CA does not anticipate using authorized dealers or contractors in the completion of this contract.



Attachments

Attachment A: State of Florida CA Qualified Vendor Certification



STATE
Certificate.pdf

Attachment B: State of FL Sample Fixed Price Statement of Work



State of FL SOW
Template.doc

Attachment C: CA GSA Schedule



CA GSATC thru
PO-0076 112009.pdf

Attachment D: Replaced by Attachment C

Attachment E: D&B Supplier Qualifier Report for CA, Inc.



D&B Supplier
Qualifier Report CA, 1

Attachment F: CA Investor Information



ca-corp-fact-sheet[1
].mdi



Cowen Analysis.mdi



Cowen Investor
Meetings.mdi



JP Morgan
Analysis.mdi



JP Morgan.mdi



S&P Upgrade.mdi