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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
 27 Hazen Dr., Concord, NH 03301  
 Fax: 603-271-1516 TDD Access: 1-800-735-2964  
 www.nh.gov/doit

**Peter C. Hastings**  
*Commissioner*

June 5 2013

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

- 1) Authorize the New Hampshire Department of Information Technology (DoIT) to exercise a contract extension option with Computer Associates, Inc. (CA) of Islandia, New York (Vendor # 174878) for by amending an Agreement (PO # 1002001), on behalf of the Department of of Safety (DOS), the Department of Employment Security and the Department of Health and Human Services by increasing the contract amount by \$2,229,611, from \$2,878,241 to \$5,107,852 for mainframe, networking and software management licenses, effective upon Governor and Executive Council approval. The original contract was approved on June 4, 2008, Item # 4 and amended on June 17, 2009, Item #16 and June 23, 2010 Item #20.
  
- 2) Further authorize the extension of the contract from the current end date of June 30, 2013 to June 30, 2016, effective upon Governor and Executive Council approval.

Funding is available in the accounts listed below with the authority to adjust encumbrances in each of the State fiscal years if needed and justified. Funding is anticipated to be available in the following Department of Information Technology accounts upon legislative approval of the biennial budgets for FY 2014, through 2016 as follows. **100% Other (Agency Class 027) funds: the Class 27 used by the agencies to reimburse DoIT for this work is 24.87% Highway funds, 46.96% Federal funds, and 28.17% General funds.**

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	SFY 2014	SFY 2015	SFY 2016	Total AMOUNT
CLASS CODE-ACCOUNT CODE -CLASS TITLE					
01-03-03-030010-77030000 - DoIT- Central IT Services 038-500230 - Software Lic / Maint	03950047	\$340,458	\$358,853	\$373,254	\$1,072,565
01-03-03-030010-77030000 - DoIT- Central IT Services 038-500230 - Software Lic / Maint	03030085	\$79,161	\$79,161	\$0	\$158,322
01-03-03-030010-77030000 - DoIT- Central IT Services 038-500230 - Software Lic / Maint	03230017	\$159,848	\$159,848	\$234,756.	\$554,452
01-03-03-030010-77030000 - DoIT- Central IT Services 038-500230 - Software Lic / Maint	03950090	\$39,632	\$39,632	\$39,632	\$118,896
01-03-03-030010-77030000 - DoIT- Central IT Services 038-500230 - Software Lic / Maint	03230071	\$28,990.	\$28,990	\$28,990	\$86,970

01-03-03-030010-77030000 - DoIT- Central IT Services 038-500230 – Software Lic / Maint	03030005	\$67,500	\$67,500	\$67,500	\$202,500
01-03-03-030010-76270000 – DOIT – IT for Employment Security - 038- 509038 – Technology Software	03270071	\$17,953	\$17,953	\$0	\$35,906
	<b>TOTALS</b>	<b>\$733,542</b>	<b>\$751,937</b>	<b>\$744,132</b>	<b>\$2,229,611</b>

**EXPLANATION**

The CA proprietary software has been used by the Office of Information Technology since 1993 to efficiently monitor and manage the mainframe computing resources and to support software maintenance and development of applications for the Department of Health and Human Services (DHHS) NECSES (New England Child Support Enforcement System), New Heights (benefits eligibility), Bridges, New Hampshire Employment Security, DOIT Networks (NH IT Networks) and the Department of Safety (SPOTS database and DMV Applications). The software has proven reliable and is deeply integrated into the applications and the operations management.

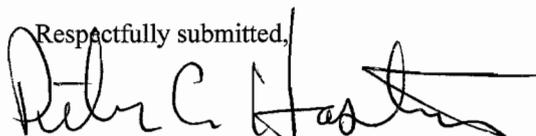
On June, 4, 2008 the State consolidated maintenance contracts for three CA software lines which were being used by the State: mainframe software, networking software and software management software. By consolidating these licenses, the State was able to accept a CA offer to save \$341,238 in upgrade costs and \$204,413 in maintenance costs over the three software types. This current contract amendment extends the current contract by three years, as allowed for in the original contract. CA limited the annual increase in software license maintenance to three percent (as opposed to an industry standard of 10%) and held this price constant over the three year term of the contract. Also, DOIT is planning to standardize software management over the various State agencies. The standardization requires approximately 300 new CA Software Manager Licenses. The costs to the State will be \$67,500 in annual maintenance for these new licenses.

Alternate products were investigated and were reviewed for their function and the effort required to implement conversions. The net result of the cost of the software and maintenance, cost of resources to staff conversion efforts, cost risk of negatively impacting both State and Federal mandated service levels, and training time required, would not result in any savings.

The CA contract conforms to the OIT Strategic Goal of Improving and Standardizing State Government Information Technology Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2005-2009, approved October 18, 2005 by the Governor and Executive Council.

**100% Other (Agency Class 027) funds: the Class 27 used by the agencies to reimburse DoIT for this work is 24.87% Highway funds, 46.96% Federal funds, and 28.17% General funds.**

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,  
  
 Peter C. Hastings  
 Commissioner



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**Peter C. Hastings**  
*Acting Commissioner*

June 3, 2013

Wendy Pouliot  
Director, Operations Division  
Department of Information Technology  
State of New Hampshire  
27 Hazen Drive  
Concord, NH 03301

Dear Director Pouliot:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Operations Division's request to enter into a \$2,229,611 contract amendment with CA, Inc. as described below and referenced as OIT No. 2009-007C.

This is a request to enter into a contract amendment with CA, Inc. to extend z/OS, VM and VSE Mainframe software licenses for DOS, DHHS and NHES and increase the speed of the z/OS licenses. It also extends networking licenses for DOIT and extends and adds to the CA Software Management licenses used throughout the State. The amendment increases the end date from June 30, 2013 to June 30, 2016 and increases the contract value from \$2,878,241 to \$5,107,852 upon Governor and Executive Council approval.

This project is set forth in the New Hampshire Information Technology Plan dated October 18, 2005, *Improving and Standardizing State Government IT Infrastructure*, specifically *Software Procurement Streamlining* as identified in the *Strategic Themes* section, *Priorities for Investment of IT Resources*.

Please include this in the Department of Information Technology's submission to Governor and Council for approval.

Sincerely,

A handwritten signature in cursive script that reads "Peter C. Hastings".  
Peter C. Hastings

PCH/dcp  
OIT 2009-007C, RIDS 13425, 13426 and 13427

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CONTRACT 2009-007  
CONTRACT AMENDMENT C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-007, on June 4, 2008, Item #4 and amended on June 17, 2009, Item #16 and on June 23, 2010 Item #20, (herein after referred to as the "Agreement"), CA, Inc. (hereinafter referred to as the "Vendor") agreed to supply certain software products and maintenance services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Employment Security, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 8.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Contract Amendment C is effective as of June 30, 2013 and the Department wishes to extend the Agreement from July 1, 2013 through June 30, 2016;

WHEREAS, the Department wishes to increase the contract price by \$2,229,611 to bring the total contract to \$5,107,852;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

***Contract Document, Contract Agreement: General Provisions*** is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement: *Completion Date* by changing the completion date to June 30, 2016
2. Amend Section 1.8 of the General Provisions of the Agreement: *Price Limitation* by increasing the amount by \$2,229,611 from \$2,878,241 to \$5,107,852.
3. Amend Section 4.1: CA Contract Manager of the SOW by replacing the current contract manager with the following:

Sharon Williams  
CA, Inc.  
2291 Wood Oak Drive  
Herndon, VA 20171  
(703)708-3221  
[sharon.williams@ca.com](mailto:sharon.williams@ca.com)

4. Amend Section 8.16: Notice of the SOW by replacing the current CA Address with the following:

CA, Inc.  
2291 Wood Oak Drive  
Herndon, VA 20171  
Attention: Public Sector Legal

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5. Amend Exhibit A: Contract Deliverables of the Agreement to add Section 1.2A Amendment 3 Product Deliverables and replace it with the section below:

**1.2A Amendment 3 Product Deliverables**

The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2016.

Software Licenses – Office of Information Technology- Data Center	Formerly Known As Software Licenses	Auth MIPS SFY 2014	Auth MIPS SFY 2015	Auth MIPS SFY 2016	Op Sys	Lic Type
CA Endeavor Software Change Manager	AllFusion CA Endeavor Change Manager	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA Endeavor Software Change Manager Automated Configuration	AllFusion CA Endeavor Change Manager Automated Configuration Option	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA Endeavor Software Change Manager for Mainframe Extended Processors	AllFusion CA Endeavor Change Manager Extended Processors Option	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA Endeavor Software Change Manager External Security Interface	AllFusion CA Endeavor Change Manager Interface for External Security	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
Unicenter CA-JCLCheck Workload Automation	Unicenter CA-JCLCheck Utility	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA One TAPE MANAGEMENT	Brightstor CA-1 Tape Management	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA InterTest Batch	AllFusion CA-InterTest Batch	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA InterTest for CICS	AllFusion CA-InterTest for CICS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA Database Analyzer® for DB2 for z/OS	Unicenter Database Analyzer for DB2 for z/OS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA Detector® for DB2 for z/OS	Unicenter Detector for DB2 for z/OS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA Plan Analyzer for DB2 for z/OS	Unicenter Plan Analyzer for DB2 for z/OS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA RC/Migrator for DB2 for z/OS	Unicenter RC/Migrator for DB2 for z/OS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA RC/Query for DB2 for z/OS	Unicenter RC/Query for DB2 for z/OS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
CA RC/Update for DB2 for z/OS	Unicenter RC/Update for DB2 for z/OS	400 MIPS	450 MIPS	500 MIPS	MVS	UMF
Software Licenses – Department of Information Technology/Department of Safety	Formerly Known As Software Licenses	Auth MIPS SFY 2014	Auth MIPS SFY 2015	Auth MIPS SFY 2016	Op Sys	Lic Type
CA Dynam /D Disk Management *	Brightstor CA- Dynam/D Disk Management	Retired	Retired	Retired	VSE	UMF
CA Dynam /T Tape Management*	Brightstor CA-Dynam/T Tape Management	Retired	Retired	Retired	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	171 MIPS	171 MIPS	Retired	VSE	UMF

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CA, Inc. Initials   LK

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CA MASTERCAT VSAM Catalog Management*	Brightstor CA-MASTERCAT VSAM Catalog Management	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Raps*	Unicenter CA-Raps	171 MIPS	171 MIPS	Retired	VSE	UMF
CA Explore Performance Management for CICS (VSE)*	Unicenter CA-Explore Performance Management for CICS (VSE)	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA FAVER 2 VSAM Data Protection*	Brightstor CA-FAVER 2 VSAM Data Protection	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Dynam /T Tape Management*	Brightstor CA-Dynam/T Tape Management	171 MIPS	171 MIPS	171 MIPS	VM	UMF
CA VM:Backup*	Brightstor CA VM:Backup	171 MIPS	171 MIPS	171 MIPS	VM	UMF
CA VM:Secure*	eTrust CA VM:Secure	171 MIPS	171 MIPS	171 MIPS	VM	UMF
CA Explore Performance Management (VM)*	Unicenter CA-Explore Performance Management (VM)	171 MIPS	171 MIPS	171 MIPS	VM	UMF

Additional Software Licenses - Department of Safety	Formerly Known As Software Licenses	Auth MIPS SFY 2014	Auth MIPS SFY 2015	Auth MIPS SFY 2016	Op Sys	Lic Type
CA Culprit for CA-IDMS*	Advantage CA-Culprit for CA-IDMS	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Dynam /D Disk Management*	BrightStor CA-Dynam/D Disk Management	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Dynam /FI File Independence*	BrightStor CA-Dynam/FI File Independence	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Dynam /T Tape Management*	BrightStor CA-Dynam/T Tape Management	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA ADS for CA-IDMS*	Advantage CA-ADS for CA-IDMS	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS /DB*	Advantage CA-IDMS/DB Database	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS /DB Audit Option*	Advantage CA-IDMS/DB Database Audit Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS DML Online Option*	Advantage CA-IDMS Database DML Online Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS /DC Option*	Advantage CA-IDMS/DC Transaction Server Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS SQL Option*	Advantage CA-IDMS Database SQL Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA ADS Option for APPC*	Advantage CA-ADS Option for APPC	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA OLQ Online Query for CA-IDMS*	Advantage CA-OLQ Online Query for CA-IDMS	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS Performance Monitor Option*	Advantage CA-IDMS Database Performance Monitor Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA IDMS Server Option*	Advantage CA-IDMS Database Server Option	171 MIPS	171 MIPS	171 MIPS	VSE	UMF
CA Explore Performance	Unicenter CA-Explore	171 MIPS	171 MIPS	171 MIPS	VSE	UMF

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Management*	Performance Management	MIPS	MIPS	MIPS		
Distributed Product Suite- AllFusion Licensed Programs - Department of Health and Human Services- Data Center	Formerly Known As Software Licenses	Auth Users SFY 2014	Auth Users SFY 2015	Auth Users SFY 2016	Op Sys	Lic Type
CA Software Change Manager Named User	AllFusion CA Harvest Change Manager	175 Named Users*	175 Named Users*	175 Named Users*	NT	Perp
CA Software Change Manager Named User	N/A	260 Named Users	260 Named Users	260 Named Users	NT	Perp
CA Software Change Manager Premium Edition Named Users	N/A	40 Named Users	40 Named Users	40 Named Users	NT	Perp
CA ERwin Data Modeler	AllFusion ERwin Data Modeler	10 Named Users	10 Named Users	10 Named Users	NT	Perp
Office of Information Technology – MIGRATION PRODUCTS	Formerly Known As Software Licenses	Auth Licences SFY 2014	Auth Licences SFY 2015	Auth Licenses SFY 2016	Op Sys	Lic Type
CA Spectrum Infrastructure Manager Fault Tolerant License	CA Spectrum Fault Tolerant License	1 Tierless License	Retired	Retired	NT	Perp
CA Spectrum Integrity Branch Unrestricted Device Management	CA Spectrum Integrity NOC Unrestricted Device Management	1 Tierless License	Retired	Retired	NT	Perp
CA Spectrum Network Fault Manager BMC Remedy Gateway	CA Spectrum Remedy Gateway	Retired	Retired	Retired	NT	Perp
CA Spectrum Spectrowatch Editor for Infinity/Integrity	CA Spectrum SpectroWatch Editor for Infinity/Integrity	1 Tierless Server	Retired	Retired	NT	Perp
CA Spectrum Infrastructure Manager Data Mgr with Report Gateway	CA Spectrum Data Manager with Report Gateway for Infinity/Integrity	Active No Mainten ance	Retired	Retired	NT	Perp
CA Spectrum Single Concurrent Administrator License	CA Spectrum Single Concurrent Administrator License	5 Users	Retired	Retired	NT	Perp
CA Spectrum Network Configuration Manager	CA Spectrum Configuration Manager for Infinity/Integrity	1 Tierless Server	Retired	Retired	NT	Perp
CA Spectrum Level 1 Toolkit	CA Spectrum Level 1 Customization Toolkit	1 Tierless Server	Retired	Retired	NT	Perp
Office of Information Technology	Formerly Known As Software Licenses	Auth Licence s SFY 2014	Auth Licences SFY 2015	Auth LicensesS FY 2016	Op Sys	Lic Type
CA Spectrum Device Based Suite	N/A	2000 device license	2000 device license	2000 device license	All CA GA O/S	Perp
CA eHealth Device Pricing Without Database	N/A	2000 device	2000 device	2000 device	All CA GA O/S	Perp

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		license	license	license		
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\*Licensee and CA acknowledge that (a) the Licensed Program CA Software Change Manager Named User (120 Named Users) (the "Migrated Licensed Programs") are CA's enhancements of CA Software Change Manager (20 concurrent users) (the "Original Program") and (b) these licenses for the Migrated Licensed Programs are granted in exchange for the termination of Licensee's previous licenses of the Original Program. Notwithstanding any current usage restrictions applicable to the Original Program, Licensee's use of the Migrated Licensed Programs shall be subject to the Authorized Use set forth in the above

6. Amend Exhibit B: Price and Payment Schedule of the Agreement by deleting Section 1. **DELIVERABLE PAYMENT SCHEDULE** and replacing it with the section below:

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract in the total amount of **\$ 5,107,852.**

This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product set	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Dept. of Safety	VSE product set	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
Dept. Of Health and Human Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2013- June 30, 2016
All Agencies	Application Delivery – New Products	Usage rights specified on Exhibit A	June 30, 2013- June 30, 2016

- |  |
|--|
| 1. Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.   |
| Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and charged annually thereafter for the term of the agreement.   |
| 2. CA Dynam /D Disk Management (171 MIPS – VSE) and CA Dynam /T Tape Management (171 MIPS – VSE) for Department of Information Technology/Department of Safety are hereby terminated, subject to Customer's obligation to maintain the confidentiality of such products and to pay any outstanding fees due under such licenses.                     |
| 3. CA Easytrieve Plus Report Generator (171 MIPS – VSE) and CA Raps (171 MIPS – VSE) for Department of Information Technology / Department of Safety shall have the term from July 1, 2013 to June 30, 2015.   |
| 4. The Licensed Programs in Office of Information Technology – MIGRATION PRODUCTS are the Original Programs in Change Request Form # 5 effective 8/29/2012. Change Request Form # 5 allows the Department a maximum period of 1 year as a transition period for migration purposes therefore these Licensed Programs shall have a term to 4/23/2014. |
| 5. Notwithstanding anything contained herein or in the License Agreement to the contrary, Licensee understands and acknowledges that CA Spectrum Infrastructure Manager Data Mgr with Report Gateway and CA Spectrum Network Fault Manager BMC Remedy Gateway (the "Unsupported Programs") are not   |

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currently supported by CA, which means that CA will not provide telephone support, fixes, enhancements, new releases or modifications of the Unsupported Program. Nonetheless, the parties desire to confirm in Licensee the right to continue to use the Unsupported Program as provided in Section 7. Licensee agrees that (a) CA has no obligation to provide any such maintenance, support, fixes, enhancements, new releases or modifications to the Unsupported Product; (b) no charge for same has been included in the fees payable under this agreement; and (c) CA's express warranty respecting the performance or operation of the Licensed Programs shall not apply to the Unsupported Program.

**6. Upgrade MIPS Capacity –Supplemental Fees.**

**Upgrade Schedule:**

- a. 1<sup>st</sup> Upgrade September 1, 2013 - June 30, 2014 Increase by an additional 49 MIPS from 351 Licensed MIPS to 400 MIPS.
- b. 2<sup>nd</sup> Upgrade July 1, 2014 - June 30, 2015 Increase by an additional 50 MIPS from 400 Licensed MIPS to 450 MIPS.
- c. 3<sup>rd</sup> Upgrade July 1, 2015 - June 30, 2016 – Increase by an additional 50 MIPS from 450 Licensed MIPS to 500 MIPS.

In the event , the State may increase the Licensed MIPS Capacity during the Term above 500 MIPS upon prior written notice to CA and payment of CA's one-time supplemental license fee equal to \$1,726 for each additional MIPS (the "SLF"), plus an annual usage and maintenance fee equal to \$302 for each additional MIPS (the "SUMF").

In each instance, the Supplemental License Fee and Supplemental Usage and Maintenance fee shall be billable upon the State's giving notice to CA of its desire to increase the licensed MIPS Capacity. The State shall pay the fee within thirty (30) days after the upgrade is completed, notwithstanding any installment payment schedule for the initial license fee. The License Fee and Usage and Maintenance fee shall be prorated for the year of the increase and shall be payable in full thereafter.

**1.1.1 Supplemental Fee Schedule:**

Description	9/1/13-6/30/14	7/1/14-6/30/15	7/1/15-6/30/16	Total
One Time Supplemental License Fee, Incremental MIPS	\$80,556	\$82,200	\$82,200	\$244,956
Annual Supplemental Usage & Maintenance Fee, Incremental MIPS	\$11,760	\$28,512	\$42,912	\$83,184
<b>Totals</b>	<b>\$92,316</b>	<b>\$110,712</b>	<b>\$125,112</b>	<b>\$328,140</b>

**Supplemental Fee Schedule Price per MIPS**

One Time Supplemental License Fee (SLF)	\$1,644 per MIPS
Annual Supplemental Usage and Maintenance Fee (SUMF)	\$288 per MIPS

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**1.2 Proposed Pay Stream for the Enterprise License Agreement**

Enterprise License Agreement	July 1, 2012- June 30, 2013	June 30, 2013- June 30, 2014	July 1, 2013- June 30, 2014	Sept. 1, 2013- June 30, 2014	July 1, 2014- June 30, 2015	July 1, 2015- June 30, 2016	TOTAL
Due Date *		6/30/2013	6/30/2013	9/1/2013	7/1/2014	7/1/2015	
CA Software Renewal	\$2,685,540		\$573,726		\$573,725	\$551,520	\$1,698,971
CA Software Change Manager, New Licenses		\$67,500			\$67,500	\$67,500	\$202,500
Mainframe SLF	\$ 120,028			\$80,556	\$82,200	\$82,200	\$244,956
Mainframe SUMF	\$ 72,673			\$11,760	\$28,512	\$42,912	\$83,185
Total	\$2,878,241	\$67,500	\$573,726	\$92,316	\$751,937	\$744,132	\$2,229,611
Total Contract Price							

\*The date upon which CA may issue an invoice to the State, payable per contract exhibit B03; invoicing.

7. Amend Exhibit B: Price and Payment Schedule of the Agreement by deleting Section 2. **Total Contract Price** and replacing it with the section below:

**2. TOTAL CONTRACT PRICE**

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$5,107,852.

**TABLE 1: Contract 2009-007A – License and Maintenance of Utility Software, Contract Amendment Descriptions**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATES	CONTRACT AMOUNT
Contract #2009-007	Original Contract	July 1, 2008 through June 30, 2013	\$ 2,857,389
Amendment #2009-007A	First Amendment (A)	July 1, 2009 through June 30, 2013	\$ 9,977
Amendment #2009-007B	Second Amendment	July 1, 2010 through June 30, 2013	\$ 10,875
Amendment #2009-007C	Third Amendment	June 30, 2013 through June 30, 2016	\$ 2,229,611
	<b>CONTRACT TOTAL</b>		\$5,107,852

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

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*JK*

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Lisa Kiefer  
CA, Inc.

Date: 6/3/13

Corporate Signature Notarized:  
STATE OF VIRGINIA

COUNTY OF FAIRFAX

On this the 3 day of JUNE, 2013, before me, ROGER NORRIS,  
the undersigned Officer Lisa Kiefer, personally appeared and acknowledged her/himself to be the  
Principal Sales Accounting, of CA Inc, a corporation, and that  
she/he, as such Principal Sales Accounting, being authorized to do so, executed the foregoing  
instrument for the purposes therein contained, by signing the name of the corporation by her/himself as

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



State of New Hampshire

Peter C. Hastings  
Peter C. Hastings, Acting Commissioner  
Department of Information Technology

Date: 5/3/13

Approved by the Attorney General (Form, Substance and Execution)

[Signature]  
State of New Hampshire, Department of Justice

Date: 6/5/13

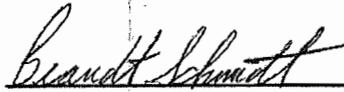
CA, INC.

Certificate of Assistant Secretary

The undersigned, Brandt Schmidt, being the duly authorized Assistant Secretary of CA, Inc., a Delaware corporation (the "Company"), hereby certifies that:

1. Attached hereto as Exhibit A is a true copy of (i) a resolution approving a delegation of authority to the Chief Executive Officer of the Company, duly adopted by the Board of Directors of the Company at a Meeting held on May 10, 2011; and (ii) certain excerpts from the delegation of authority (the "Board Delegation").
2. Attached hereto as Exhibit B is a true copy of excerpts of a Subdelegation of Authority for Execution of Sales or Services Agreements executed by the Chief Financial Officer on November 16, 2012 (together with the Board Delegation, the "Delegation Authorizations").
3. The Delegation Authorizations were in full force and effect on May 30, 2013, have been in full force and effect since May 30, 2013, have not been revoked and are now in full force and effect.

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of June 3, 2013.



Brandt Schmidt  
Assistant Secretary

STATE OF NEW YORK     )  
                                  )ss.  
COUNTY OF SUFFOLK    )

On June 3, 2013, before me, personally came Brandt Schmidt, to me known, who by me duly sworn, did acknowledge and swear that he is the Assistant Secretary of CA, Inc., the Corporation described in the foregoing Certificate, and that the contents of the foregoing are true and correct.



Notary Public

**WALTER JOHNSON**  
Notary Public - State of New York  
No. 02JO6055954  
Qualified in Nassau County  
My Commission Expires Mar. 12 2015

## EXHIBIT A

### RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS AT A MEETING HELD ON MAY 10, 2011

#### Excerpt 1

RESOLVED, that the amended policy re Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (May 10, 2011), in substantially the form presented at this meeting, be, and it hereby is, approved;

#### Excerpt 2

As used in this policy (the "Policy") regarding the delegation of authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (the "Company"), the following terms shall have the following meanings:

- c. "Commercial Sales Agreements" mean agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities

#### Excerpt 3

- 2. The authority to approve transactions, and to sub-delegate the authority to approve transactions, within the following limits is delegated to the Chief Executive Officer of the Company:
  - x. Commercial Sales Agreements and other agreements, commitments, reports and filings in the ordinary course of business.



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, Inc. doing business in New Hampshire as CA - IT Management Software, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 25, 1984. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24<sup>th</sup> day of May, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
 27 Hazen Dr., Concord, NH 03301  
 Fax: 603-271-1516 TDD Access: 1-800-735-2964  
 www.nh.gov/doiit

G+C 6/23/10

Item # 20

- original
- amendment 1
- amendment 2

Peter C. Hastings  
 Interim Commissioner

June 10, 2010

His Excellency, Governor John Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Employment Security (NHES), to enter into a contract amendment, (Contract # 2009-007), with CA, Inc.(VC# 60170) of Islandia, New York, by increasing the contract amount by \$10,875 from \$2,867,366 to \$2,878,241 for the extension of maintenance, support, and licenses for the NHES CA Dynam and Easytrieve software from July 1, 2010 to June 30, 2011 upon Governor and Executive Council approval. The original contract with CA, Inc., which included these licenses, was approved by Governor and Council on June 4, 2008, Item # 4 and amended on June 17, 2009, Item #16. **100% Other (Agency-Federal Funds). The agency class 027 funds used by NHES to reimburse DoIT for this contract are 100% Federal Funds.**

Funding is available in the following account:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB#	AMOUNT
	CLASS CODE-ACCOUNT CODE -CLASS TITLE		
2011	01-03-03-030010-7627000 - DoIT- IT for NHES 038- 500177 - Software Maintenance	03270000	\$10,875

**EXPLANATION**

The CA proprietary software has been used by the Department of Information Technology since 1993 to efficiently monitor and manage the mainframe computing resources and to support software maintenance and development of applications for the Department of Health and Human Services (DHHS) NECSES (New England Child Support Enforcement System), New Heights (benefits eligibility), Bridges, New Hampshire Employment Security, Administrative Services Financial Data Management applications (IFS, GHRS and Budgets), DoIT Networks (NH IT Networks) and the Department of Safety (SPOTS database used by the State Police during traffic stops). The software has proven reliable and is deeply integrated into the applications and the operations management.

His Excellency, Governor John Lynch  
and the Honorable Executive Council

June 10, 2010

Page 2

On June 4, 2008, a five (5) year contract with CA, Inc. was approved by Governor and Council (Item #4) for multiple software products and services across multiple agencies. This contract included one (1) year license for software utilized by the Department of Employment Security due to anticipated changes at the Department. However, the processing changes have been delayed and there is a need to amend the existing CA, Inc. contract to allow an additional year's usage of the proprietary CA Dynam/T Tape Management software and the CA Easytrieve Plus Report Generator software. This contract was amended June 17, 2009 (Item # 16) for an additional year.

The CA contract conforms to the DoIT Strategic Goal of Improving and Standardizing State Government Information Technology Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2005-2009, approved October 18, 2005 by the Governor and Executive Council.

**NHES estimates that the 100% Other (Agency-Federal Funds) will be 100% Federal Funds from the agency class 027 appropriation.**

The Department of Information Technology has reviewed and approved the request for this contract and we respectfully request your approval.

Respectfully submitted,



Peter C. Hastings  
Interim Commissioner

PCH/efg  
2009-007B



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doi

Peter C. Hastings  
Interim Commissioner

May 24, 2010

Frank Catanese  
Director, Operations Division  
Department of Information Technology  
State of New Hampshire  
27 Hazen Drive  
Concord, NH 03301

Dear Director Catanese:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Operations Division's request to enter into a \$10,875 contract amendment with CA, Inc. as described below and referenced as OIT No. 2009-007B.

This is a request to enter into a contract amendment with CA, Inc. for a New Hampshire Employment Security (NHES) extension of licenses for CA Dynam and Easytrieve from July 1, 2010 to June 30, 2011 upon Governor and Executive Council approval. The amount of the extension is \$10,875 changing the total contract amount from \$2,867,366 to \$2,878,241.

This project is set forth in the New Hampshire Information Technology Plan dated October 18, 2005, *Improving and Standardizing State Government IT Infrastructure*, specifically *Software Procurement Streamlining* as identified in the *Strategic Themes* section, *Priorities for Investment of IT Resources During Fiscal Years 2006-2009*.

Please include this in the Department of Information Technology's submission to Governor and Council for approval.

Sincerely,

Peter C. Hastings

PCH/efg  
OIT 2009-007B  
RID 10222

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-007, on June 4, 2008, Item #4 and amended on June 17, 2009, Item #16, (herein after referred to as the "Agreement"), CA, Inc. (hereinafter referred to as the "Vendor") agreed to supply certain software products and maintenance services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Employment Security, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 8.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to extend the Vendor software licenses utilized by the Department of Employment Security for one (1) year from July 1, 2010 through June 30, 2011, the Department and the Vendor seek to clarify the Agreement;

WHEREAS, the Department wishes to increase the contract price by \$10,875 to bring the total contract price from \$2,867,366 to \$2,878,241;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

*Contract Document, Contract Agreement: General Provisions* is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement: *Price Limitation* by increasing the amount by \$10,875 to \$2,878,241.

**Exhibit A: Contract Deliverables of the Agreement is hereby amended as described in Table 1:**

**TABLE 1**

Contract # 2009-007A  <b>Exhibit A</b>	<b>AMENDED TEXT</b>
<b>Section 1.2: Product Deliverables, paragraph 1 and the last table referencing the Department of Employment Security</b>	<p><b><u>DELETE:</u></b>  The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2013 with the exception of the two licenses for the Department of Employment Security which shall be renewed for the period commencing July 1, 2008 through June 30, 2010 only.</p> <p><b><u>REPLACE WITH THE FOLLOWING:</u></b>  The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2013 with the exception of the two licenses for the Department of Employment Security which shall be renewed for the period commencing July 1, 2008 through June 30, 2011 only.</p>

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
CONTRACT AMENDMENT B

**DELETE:**

The following licenses for the Department of Employment Security will be renewed through June 30, 2010 only.

Additional Software Licenses- Department of Employment Security	Formerly Known As Software Licenses	Authorized Use	Operating System	License Type
CA Dynam /T Tape Management*	BrightStor CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	171 MIPS	VSE	UMF

*\*Product is being used on a singled CPU.*

**REPLACE WITH THE FOLLOWING:**

The following licenses for the Department of Employment Security will be renewed through June 30, 2011 only.

Additional Software Licenses- Department of Employment Security	Formerly Known As Software Licenses	Authorized Use	Operating System	License Type
CA Dynam /T Tape Management*	BrightStor CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	171 MIPS	VSE	UMF

*\*Product is being used on a singled CPU.*

**Exhibit B: Price and Payment Schedule of the Agreement is hereby amended as described in Table 2:**

**TABLE 2**

Contract # 2009-007A	AMENDED TEXT
<b>Exhibit B</b>	



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
CONTRACT AMENDMENT B

**Section 1: Deliverable Payment Schedule-Section 1.1: Firm Fixed Price**

**DELETE:**

This is a Firm Fixed Price (FFP) Contract in the total amount of \$2,867,366.00  
This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product set	usage rights up to 260 MIPS	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VM product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Safety	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Employment Security	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2010
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
Dept. Of Health and Human Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013

The proposed partnership fees and associated savings are contingent upon all remaining licenses being renewed for a five (5) year period.

Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.

Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and charged annually thereafter for the term of the agreement.

In July 2009 the mainframe capacity requirements of the existing licensed 260 MIPS on the MVS operating system may increase to 293 (2096/O02 to a 2096/P02). By July 2010, if not sooner, the mainframe capacity requirements of the existing licensed MIPS of 293 for the MVS operating system may increase to 333 (2096/P02 to a 2096/Q02).

In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF



**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
- CONTRACT 2009-007  
CONTRACT AMENDMENT B**

for a 73 MIP increase would apply at the same time. If this event occurs, any increase in the annual payment amount, over the authorized amount in this contract, would have to be approved by Governor and Council through the Contract Amendment process.

**REPLACE WITH THE FOLLOWING:**

This is a Firm Fixed Price (FFP) Contract in the total amount of \$2,878,241.  
This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product set	usage rights up to 260 MIPS	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VM product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Safety	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Employment Security	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2010- June 30, 2011
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
Dept. Of Health and Human Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013

The proposed partnership fees and associated savings are contingent upon all remaining licenses being renewed for a five (5) year period.

Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.

Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and charged annually thereafter for the term of the agreement.

In July 2009 the mainframe capacity requirements of the existing licensed 260 MIPS on the MVS operating system may increase to 293 (2096/O02 to a 2096/P02). By July 2010, if not sooner, the mainframe capacity requirements of the existing licensed MIPS of 293 for the MVS operating system may increase to 333 (2096/P02 to a 2096/Q02).



**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
CONTRACT AMENDMENT B**

In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF for a 73 MIP increase would apply at the same time. If this event occurs, any increase in the annual payment amount, over the authorized amount in this contract, would have to be approved by Governor and Council through the Contract Amendment process.

**Section 1: Deliverable Payment Schedule-Section 1.2 Proposed Pay Stream for the Enterprise License Agreement**

**DELETE:**

Enterprise License Agreement	July 1, 2008-June 30, 2009	July 1, 2009-June 30, 2010*	July 1, 2010-June 30, 2011*	July 1, 2011-June 30, 2012*	July 1, 2012-June 30, 2013*	TOTAL*
Renewal Fees	\$540,920.00	\$540,919.00	\$ 530,942.00	\$ 530,942.00	\$530,942.00	\$2,674,665.00
Mainframe SLF	\$ 0.00	\$ 54,259.00	\$ 65,769.00	\$ 0.00	\$ 0.00	\$ 120,028.00
Mainframe SUMF	\$ 0.00	\$ 9,517.00	\$ 21,052.00	\$ 21,052.00	\$ 21,052.00	\$ 72,673.00
<b>Total</b>	<b>\$540,920.00</b>	<b>\$604,695.00</b>	<b>\$617,763.00</b>	<b>\$551,994.00</b>	<b>\$551,994.00</b>	<b>\$2,867,366.00</b>

**REPLACE WITH THE FOLLOWING:**

Enterprise License Agreement	July 1, 2008-June 30, 2009	July 1, 2009-June 30, 2010*	July 1, 2010-June 30, 2011*	July 1, 2011-June 30, 2012*	July 1, 2012-June 30, 2013*	TOTAL*
Renewal Fees	\$540,920.00	\$540,919.00	\$ 541,817.00	\$ 530,942.00	\$530,942.00	\$2,685,540.00
Mainframe SLF	\$ 0.00	\$ 54,259.00	\$ 65,769.00	\$ 0.00	\$ 0.00	\$ 120,028.00
Mainframe SUMF	\$ 0.00	\$ 9,517.00	\$ 21,052.00	\$ 21,052.00	\$ 21,052.00	\$ 72,673.00
<b>Total</b>	<b>\$540,920.00</b>	<b>\$604,695.00</b>	<b>\$628,638.00</b>	<b>\$551,994.00</b>	<b>\$551,994.00</b>	<b>\$2,878,241.00</b>

**Section 2: Total Contract Price**

**DELETE:**

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$2,867,366.

**REPLACE WITH THE FOLLOWING:**

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$2,878,241.

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
CONTRACT AMENDMENT B

**TABLE 4: Contract 2009-007A – License and Maintenance of Utility Software, Contract Amendment Descriptions**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2009-007	Original Contract	July 1, 2008	\$2,857,389.00
Amendment #2009-007A	First Amendment (A)	July 1, 2009	\$ 9,977.00
Amendment #2009-007B	Second Amendment (B)	July 1, 2010	\$ 10,875.00
	<b>CONTRACT TOTAL</b>		<b>\$2,878,241.00</b>

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

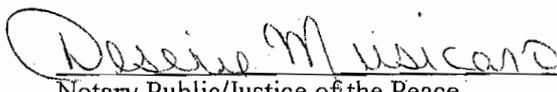
  
\_\_\_\_\_  
CA, Inc.

Date: 6/10/10

Corporate Signature Notarized:  
STATE OF New York  
COUNTY OF Suffolk

On this the 10 day of June, 2010, before me,  
Patrick Hafstetter, the undersigned Officer Director,  
personally appeared and acknowledged her/himself to be the Director, Sales Accounting,  
of CA, Inc., a corporation, and that she/he, as such  
being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
Director, Sales Accounting.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

  
Notary Public/Justice of the Peace

My Commission Expires: 6-23-2011

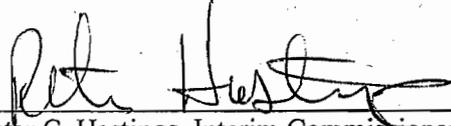
(SEAL)

Deserie Musicaro  
Notary Public, State of New York  
No. 5080920  
Qualified in Suffolk County  
Commission Expires June 23, 192011



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
.....CONTRACT 2009-007  
CONTRACT AMENDMENT B

State of New Hampshire



Peter C. Hastings, Interim Commissioner  
Department of Information Technology

Date: 6/11/10

Approved by the Attorney General (Form, Substance and Execution)



Glenn Perlow  
State of New Hampshire, Department of Justice

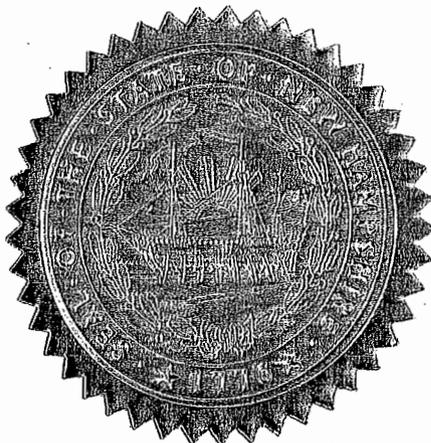
Date: 6/11/10



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, Inc. d/b/a CA - IT Management Software in New Hampshire, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 25, 1984. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8<sup>th</sup> day of May, A.D. 2009

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



**EXHIBIT A**

**RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS AT A MEETING  
HELD ON APRIL 16, 2008**

**Excerpt 1**

RESOLVED, that the policy re Delegation of Authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (April 16, 2008), in substantially the form presented at this meeting, be, and it hereby is, approved;

**Excerpt 2**

As used in this policy (the "Policy") regarding the delegation of authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (the "Company"), the following terms shall have the following meanings:

- c. "Commercial Sales Agreements" mean agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities

**Excerpt 3**

- 2. The authority to approve transactions, and to sub-delegate the authority to approve transactions, within the following limits is delegated to the Chief Executive Officer of the Company:
  - w. Commercial Sales Agreements and other agreements, commitments, reports and filings in the ordinary course of business.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/08/2010

**PRODUCER**  
Aon Risk Services Northeast, Inc.  
New York NY Office  
199 Water Street  
New York NY 10038-3551 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE-(866) 283-7122 FAX-(847) 953-5390

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Sentry Ins A Mutual Company	24988
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:		
INSURER D:		
INSURER E:		

**INSURED**  
CA, Inc. and all Subsidiaries  
One Computer Associates Plaza  
Islandia NY 11749 USA

Holder Identifier :

COVERAGES SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	901605703	04/01/2010	04/01/2011	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS _____	90-16057-04 (AOS) 90-16057-05 (MA)	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
A				04/01/2010	04/01/2011	BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	TH2621093580010	04/01/2010	04/01/2011	EACH OCCURRENCE	\$25,000,000
						AGGREGATE	\$25,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	901605701	04/01/2010	04/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

Certificate No : 570038415806

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

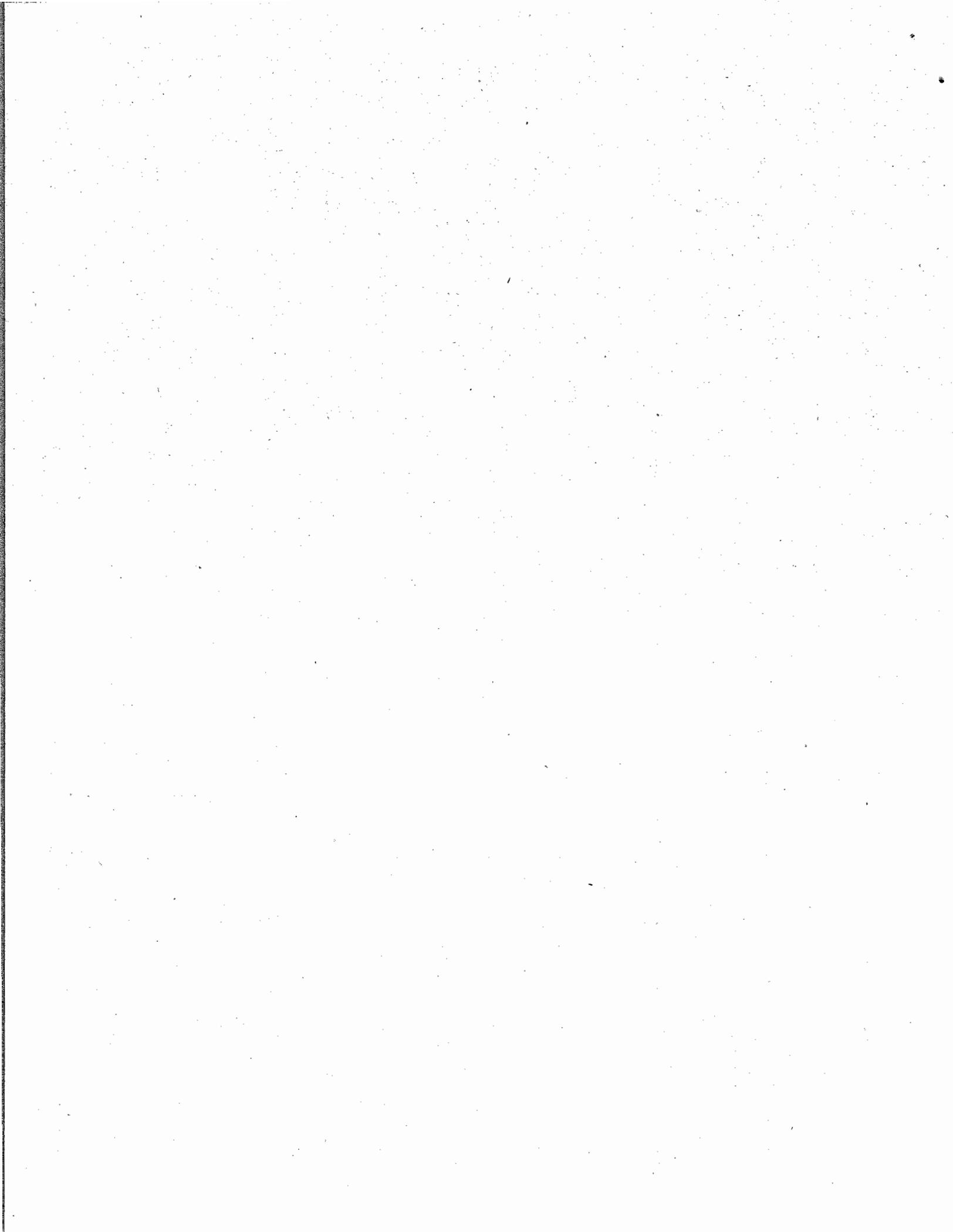
## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
Office of Information Technology  
27 Hazen Drive  
Concord NH 03301 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Northeast, Inc.*





STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301  
603-271-2843 1-800-852-3345 x2843  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doit

DoIT copy

Approved  
G+C  
6/17/09  
#16

Richard C. Bailey, Jr.  
Chief Information Officer

May 12, 2009

His Excellency, Governor John Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Employment Security (NHES), to enter into a contract amendment, (Contract # 2009-007), with CA, Inc.(VC# 60170) of Islandia, New York, by increasing the contract amount by \$9,977 from \$2,857,389 to \$2,867,366 for the extension of maintenance, support, and licenses for the NHES CA Dynam and Easytrieve software from July 1, 2009 to June 30, 2010 upon Governor and Executive Council approval. The original contract with CA, Inc., which included these licenses, was approved by Governor and Council on June 4, 2008, Item # 4. **100% Other (Agency-Federal Funds). The agency class 027 funds used by NHES to reimburse DoIT for this contract are 100% Federal Funds.**

Funding is available in the following account, Agency Software Division.

Account Number	Budget Line	Description	Fiscal Year	Amount
010 - 003 - 1660 - 0300 - 024 - 0230 - 7130400	20441	Technology-Software	2009	\$9,977.00
<b>TOTAL</b>				<b>\$9,977.00</b>

Is allocated to Job numbers: 03270000

EXPLANATION

The CA proprietary software has been used by the Department of Information Technology since 1993 to efficiently monitor and manage the mainframe computing resources and to support software maintenance and development of applications for the Department of Health and Human Services (DHHS) NECSES (New England Child Support Enforcement System), New Heights (benefits eligibility), Bridges, New Hampshire Employment Security, Administrative Services Financial Data Management applications (IFS, GHRS and Budgets), OIT Networks (NH IT Networks) and the Department of Safety (SPOTS database used by the State

His Excellency, Governor John Lynch  
and the Honorable Executive Council

May 12, 2009

Page 2

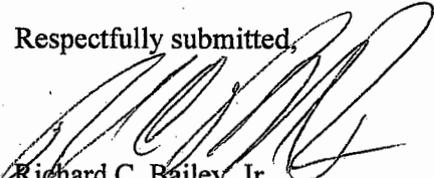
Police during traffic stops). The software has proven reliable and is deeply integrated into the applications and the operations management.

On June 4, 2008 a five (5) year contract with CA, Inc. was approved by Governor and Council (Item #4) for multiple software products and services across multiple agencies. This contract included one (1) year licenses for software utilized by the Department of Employment Security due to anticipated changes at the Department. However, the processing changes have been delayed and there is a need to amend the existing CA, Inc. contract to allow an additional year's usage of the proprietary CA Dynam/T Tape Management software and the CA Easytrieve Plus Report Generator software.

The CA contract conforms to the DoIT Strategic Goal of Improving and Standardizing State Government Information Technology Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2005-2009, approved October 18, 2005 by the Governor and Executive Council.

The Department of Information Technology has reviewed and approved the request for this contract and we respectfully request your approval.

Respectfully submitted,



Richard C. Bailey, Jr.  
Chief Information Officer

RCB/efg  
2009-007A  
RID # 8452



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
603-271-2843 1-800-852-3345 x2843  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Richard C. Bailey, Jr.**  
*Chief Information Officer*

May 12, 2009

Frank Catanese  
Director, Operations Division  
Department of Information Technology  
State of New Hampshire  
27 Hazen Drive  
Concord, NH 03301

Dear Director Catanese:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Operations Division's request to enter into a \$9,977 contract amendment with CA, Inc. as described below and referenced as OIT No. 2009-007A.

This is a request to enter into a contract amendment with CA, Inc. for NHES EXTENSION OF LICENSES from July 1, 2009 to June 30, 2010 upon Governor and Executive Council approval. The amount of the extension is \$9,977 changing the total contract amount from \$2,857,389 to \$2,867,366.

This project is set forth in the New Hampshire Information Technology Plan dated October 18, 2005, *Improving and Standardizing State Government IT Infrastructure*, specifically *Software Procurement Streamlining* as identified in the *Strategic Themes* section, *Priorities for Investment of IT Resources During Fiscal Years 2006-2009*.

Please include this in the Department of Information Technology's submission to Governor and Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard C. Bailey, Jr.", written over a white background.

Richard C. Bailey, Jr.

RCB/efg  
OIT 2009-007A  
Rid 8452

**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract 2009-007, on June 4, 2008, Item #4 (herein after referred to as the "Agreement"), CA, Inc. (hereinafter referred to as the "Vendor") agreed to supply certain software products and maintenance services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Employment Security, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 8.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to extend the Vendor software licenses utilized by the Department of Employment Security for one (1) year from July 1, 2009 through June 30, 2010, the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$9,977.00 to bring the total contract price from \$2,857,389.00 to \$2,867,366.00.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

**Contract Document, Contract Agreement: General Provisions** is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement: *Price Limitation* by increasing the amount by \$9,977.00 from \$2,857,389 to \$2,867,366.

**Exhibit A: Contract Deliverables of the Agreement** is hereby amended as described in Table 1:

**TABLE 1**

Contract # 2009-007A  Exhibit A	AMENDED TEXT
Section 1.2: <i>Product Deliverables, paragraph 1 and the last table referencing the Department of Employment Security</i>	<p><b><u>DELETE:</u></b> The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2013 with the exception of the two licenses for the Department of Employment Security which shall be renewed for the period commencing July 1, 2008 through June 30, 2009 only.</p> <p><b><u>REPLACE WITH THE FOLLOWING:</u></b> The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2013 with the exception of the two licenses for the Department of Employment Security which shall be renewed for the period commencing July 1, 2008 through June 30, 2010 only.</p>

**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
CONTRACT AMENDMENT A**

**DELETE:**

The following licenses for the Department of Employment Security will be renewed for one (1) year only.

Additional Software Licenses- Department of Employment Security	Formerly Known As Software Licenses	Authorized Use	Operating System	License Type
CA Dynam /T Tape Management*	BrightStor CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	171 MIPS	VSE	UMF

*\*Product is being used on a singled CPU.*

**REPLACE WITH THE FOLLOWING:**

The following licenses for the Department of Employment Security will be renewed through June 30, 2010 only.

Additional Software Licenses- Department of Employment Security	Formerly Known As Software Licenses	Authorized Use	Operating System	License Type
CA Dynam /T Tape Management*	BrightStor CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	171 MIPS	VSE	UMF

*\*Product is being used on a singled CPU.*

**Exhibit B: Price and Payment Schedule of the Agreement is hereby amended as described in Table 2:**

**TABLE 2**

Contract # 2009-007A  <b>Exhibit B</b>	<b>AMENDED TEXT</b>
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**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
CONTRACT AMENDMENT A**

**Section 1: Deliverable Payment Schedule-Section 1.1: Firm Fixed Price**

**DELETE:**

This is a Firm Fixed Price (FFP) Contract in the total amount of \$ 2,857,389.  
This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product set	usage rights up to 260 MIPS	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VM product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Safety	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Employment Security	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2009
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
Dept. Of Health and Human Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013

The proposed partnership fees and associated savings are contingent upon all remaining licenses being renewed for a five (5) year period.

Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.

Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and charged annually thereafter for the term of the agreement.

In July 2009 the mainframe capacity requirements of the existing licensed 260 MIPS on the MVS operating system may increase to 293 (2096/O02 to a 2096/P02). By July 2010, if not sooner, the mainframe capacity requirements of the existing licensed MIPS of 293 for the MVS operating system may increase to 333 (2096/P02 to a 2096/Q02).

In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF

**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
CONTRACT AMENDMENT A**

for a 73 MIP increase would apply at the same time. If this event occurs, any increase in the annual payment amount, over the authorized amount in this contract, would have to be approved by Governor and Council through the Contract Amendment process.

**REPLACE WITH THE FOLLOWING:**

This is a Firm Fixed Price (FFP) Contract in the total amount of **\$2,867,366.00**  
This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product set	usage rights up to 260 MIPS	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VM product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Safety	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Employment Security	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2010
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
Dept. Of Health and Human Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013

The proposed partnership fees and associated savings are contingent upon all remaining licenses being renewed for a five (5) year period.

Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.

Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and charged annually thereafter for the term of the agreement.

In July 2009 the mainframe capacity requirements of the existing licensed 260 MIPS on the MVS operating system may increase to 293 (2096/O02 to a 2096/P02). By July 2010, if not sooner, the mainframe capacity requirements of the existing licensed MIPS of 293 for the MVS operating system may increase to 333 (2096/P02 to a 2096/Q02).

**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
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In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF for a 73 MIP increase would apply at the same time. If this event occurs, any increase in the annual payment amount, over the authorized amount in this contract, would have to be approved by Governor and Council through the Contract Amendment process.

**Section 1: Deliverable Payment Schedule-Section 1.2 Proposed Pay Stream for the Enterprise License Agreement**

**DELETE:**

Enterprise License Agreement	July 1, 2008-June 30, 2009	July 1, 2009-June 30, 2010*	July 1, 2010-June 30, 2011*	July 1, 2011-June 30, 2012*	July 1, 2012-June 30, 2013*	TOTAL*
Renewal Fees	\$540,920.00	\$530,942.00	\$ 530,942.00	\$ 530,942.00	\$530,942.00	\$2,664,688.00
Mainframe SLF	\$ 0.00	\$ 54,259.00	\$ 65,769.00	\$ 0.00	\$ 0.00	\$ 120,028.00
Mainframe SUMF	\$ 0.00	\$ 9,517.00	\$ 21,052.00	\$ 21,052.00	\$ 21,052.00	\$ 72,673.00
Total	\$540,920.00	\$594,718.00	\$ 617,763.00	\$551,994.00	\$551,994.00	\$2,857,389.00

**REPLACE WITH THE FOLLOWING:**

Enterprise License Agreement	July 1, 2008-June 30, 2009	July 1, 2009-June 30, 2010*	July 1, 2010-June 30, 2011*	July 1, 2011-June 30, 2012*	July 1, 2012-June 30, 2013*	TOTAL*
Renewal Fees	\$540,920.00	<b>\$540,919.00</b>	\$ 530,942.00	\$ 530,942.00	\$530,942.00	<b>\$2,674,665.00</b>
Mainframe SLF	\$ 0.00	\$ 54,259.00	\$ 65,769.00	\$ 0.00	\$ 0.00	\$ 120,028.00
Mainframe SUMF	\$ 0.00	\$ 9,517.00	\$ 21,052.00	\$ 21,052.00	\$ 21,052.00	\$ 72,673.00
Total	\$540,920.00	<b>\$604,695.00</b>	\$ 617,763.00	\$551,994.00	\$551,994.00	<b>\$2,867,366.00</b>

**Section 2: Total Contract Price**

**DELETE:**

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$2,857,389.

**REPLACE WITH THE FOLLOWING:**

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed **\$2,867,366.**

**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
CONTRACT AMENDMENT A**

**Exhibit C: *Special Provisions* of the Agreement is hereby amended as described in Table 3:**

**TABLE 3**

Contract # 2009-007A	<b>AMENDED TEXT</b>
<b>Exhibit C</b>	
<b>ADD:</b>  <b>Section 2: <i>Insurance Requirements</i></b>	<p><b>2. INSURANCE REQUIREMENTS</b>  <b>Section 8.14.1: <i>CA Insurance Requirement</i> of the Statement of Work relating to insurance requirements reads:</b></p> <p style="padding-left: 40px;">Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and <b>\$2,000,000 per incident;</b></p> <p style="padding-left: 40px;"><b>is hereby amended to read:</b></p> <p style="padding-left: 40px;">Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and <b>\$1,000,000 per incident;</b></p>

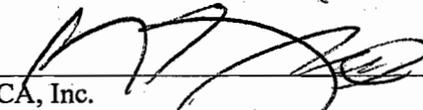
**TABLE 4: Contract 2009-007A – License and Maintenance of Utility Software, Contract Amendment Descriptions**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2009-007	Original Contract	July 1, 2008	\$2,857,389.00
Amendment #229-007A	First Amendment (A)	July 1, 2009	\$ 9,977.00
	<b>CONTRACT TOTAL</b>		\$2,867,366.00

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
CONTRACT AMENDMENT A

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

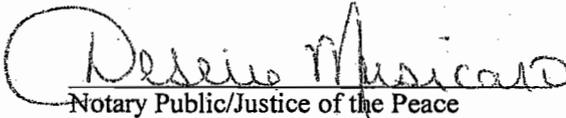
  
CA, Inc.

Date: 5/6/09

Corporate Signature Notarized:  
STATE OF New York  
COUNTY OF Suffolk

On this the 6 day of MAY, 2009, before me,  
Gregory Siragusa, the undersigned Officer MANAGER,  
personally appeared and acknowledged her/himself to be the Manager, Sales Accounting  
of CA Inc., a corporation, and that she/he, as such  
being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
MANAGER, Sales Accounting

IN WITNESS WHEREOF I hereunto set my hand and official seal.

  
Notary Public/Justice of the Peace

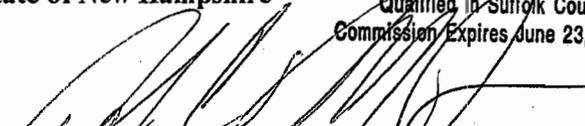
My Commission Expires: 6-23-2011

(SEAL)

Deserie Musicaro  
Notary Public, State of New York  
No. 5080920

State of New Hampshire

Qualified in Suffolk County  
Commission Expires June 23, 192011

  
Richard C. Bailey, Jr, Chief Information Officer  
Department of Information Technology

Date: 5/13/09

Approved by the Attorney General (Form, Substance and Execution)

  
Suzan Lehmann  
State of New Hampshire, Department of Justice

Date: 6/1/09



**Exhibit A**

**DELEGATION OF AUTHORITY FROM THE BOARD OF DIRECTORS  
TO THE CHIEF EXECUTIVE OFFICER OF CA, INC.  
(April 16, 2008)**

**Excerpt 1:**

1. As used in this policy (the "Policy") regarding the delegation of authority from the Board of Directors to the Chief Executive Officer of CA, Inc. (the "Company"), the following terms shall have the following meanings:

**Excerpt 2:**

- a. "Commercial Sales Agreements" mean agreements between the Company and Third Parties or Related Entities providing for the use, licensing or distribution of Company products by such Third Parties or Related Entities.
- b. "Intellectual Property Agreements" mean licensing or other conveyances, to or from the Company, of rights and/or title to intellectual property assets.
- c. "Related Entity" means any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.
- d. "Subsidiary" means any entity of which the Company owns, directly or indirectly, over fifty percent of the voting power of outstanding shares or other interests, or which the Company otherwise controls.
- e. "Third Party" means any entity other than the Company or any of its Related Entities or Subsidiaries.

**Excerpt 3:**

2. The authority to approve transactions, and to sub-delegate the authority to approve transactions, within the following limits is delegated to the Chief Executive Officer of the Company:

**Excerpt 4:**

**Intellectual Property Agreements**

- a. Intellectual Property Agreements shall not exceed \$50 million in consideration, whether in cash or in kind, to be paid or received by or on behalf of the Company or expected to be paid or received by or on behalf of the Company, within three years of the date such agreement is entered.

**Excerpt 5:**

**Other**

- b. Commercial Sales Agreements and other agreements, commitments, reports and filings in the ordinary course of business.**



# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, Inc. d/b/a CA - IT Management Software in New Hampshire, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 25, 1984. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8<sup>th</sup> day of May, A.D. 2009

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner  
Secretary of State

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/03/2009

**PRODUCER**  
Aon Risk Services Northeast, Inc.  
New York NY Office  
199 Water Street  
New York NY 10038-3551 USA

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

PHONE-(866) 283-7122 FAX-(847) 953-5390

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A:	Sentry Ins A Mutual Company	24988
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:		
INSURER D:		
INSURER E:		

**INSURED**  
CA, Inc. and all subsidiaries  
One Computer Associates Plaza  
Islandia NY 11749 USA

**COVERAGES** SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	901605703	04/01/09	04/01/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	90-16057-04 (A05) 90-16057-05 (MA)	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
A				04/01/09	04/01/10	BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	TH2621093580019	04/01/09	04/01/10	EACH OCCURRENCE	\$25,000,000
						AGGREGATE	\$25,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	901605701	04/01/09	04/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> State of New Hampshire Office of Information Technology 27 Hazen Drive Concord NH 03301 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>

Holder Identifier: Certificate No: 570033828618



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor

27 Hazen Dr., Concord, NH 03301

603-271-2843 1-800-852-3345 x2843

Fax: 603-271-1516 TDD Access: 1-800-735-2964

*GIC Approved  
June 4, 2008  
Item # 4*

Richard C. Bailey, Jr.  
Chief Information Officer

May 19, 2008

His Excellency, Governor John Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Office of Information Technology (OIT) to enter into a SOLE SOURCE Contract (# 2009-007) with CA, Inc. of Islandia, New York (Vendor # 60170) for licenses, usage, and maintenance of software used to maintain and develop software, manage mainframe computing and network resources and technical support services for a firm fixed price of \$2,857,389 for a five-year period from July 1, 2008 through June 30, 2013 upon Governor and Council approval. 100% Other Funds (Agency).

Funding is available in the following accounts, Operations Division, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funds are anticipated to be available in SFY2010, SFY2011, SFY2012, and SFY2013 upon the availability and continued appropriation of funds in the future operating budgets.

*Account Number	Budget Line	Description	Fiscal Year	Amount
010-003-1670-0300-096-0230-7130460	19392	Technology-Software	2009	\$503,869.94
010-003-1670-0300-024-0230-7130400	20478	Technology Software	2009	\$ 9,976.72
010-003-1670-0300-024-0230-7130400	19607	Technology Software	2009	\$ 27,073.34
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2010	\$594,718.00
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2011	\$ 617,763.00
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2012	\$ 551,994.00
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2013	\$ 551,994.00
TOTAL				\$2,857,389.00

Is allocated to Job numbers: 03950047, 03950085, 03230017, 03950090, 03270049, 03030093

## EXPLANATION

The CA proprietary software has been used by the Office of Information Technology since 1993 to efficiently monitor and manage the mainframe computing resources and to support software maintenance and development of applications for the Department of Health and Human Services (DHHS) NECSES (New England Child Support Enforcement System), New Heights (benefits eligibility), Bridges, New Hampshire Employment Security, Administrative Services Financial Data Management applications (IFS, GHRS and Budgets), OIT Networks (NH IT Networks) and the Department of Safety (SPOTS database used by the State Police during traffic stops). The software has proven reliable and is deeply integrated into the applications and the operations management.

On June 22, 2005, a prior three (3) year contract was approved by Governor and Council (Item #AA) with Computer Associates International, Inc. for multiple software products and services across multiple agencies. This contract was amended September 13, 2006 to assign the contract to CA, Inc. and include the Aprisma Spectrum software with the original software licenses, maintenance, and technical support, bringing the total annual cost to \$520,000.

Alternate products were investigated and were reviewed for their function and the effort required to implement conversions. The net result of the cost of the software and maintenance, the cost of resources to staff conversion efforts, the cost risk of negatively impacting both State and Federal mandated service levels, and training time required, would not result in any savings.

DHHS New HEIGHTS is planning an application re-development project during the next biennial budget which may require additional Central Processing Unit (CPU) capacity. In planning for this event, pricing for software costs was requested from CA and other software vendors. There are two cost components in software upgrades, an upgrade fee and an increase in the annual maintenance fee. CA reduced their upgrade fees from \$461,266 to \$120,028, resulting in a savings of \$341,238 when the upgrades are required. The increase in the CA annual maintenance fee was also reduced from \$87,743 to \$21,052, resulting in an additional annual savings of \$66,421 once the upgrades have taken place. The anticipated annual maintenance fee savings over the five-year lifespan of this agreement is expected to be \$204,413. Currently, there are two upgrades planned to allow for the purchase of the required capacity to avoid an over-capacity purchase situation. These savings resulted from indicating to CA our willingness to explore products from alternative vendors. In the event the additional CPU capacity is not purchased, \$120,028 in software upgrade fees and a total for the five years of \$72,673 in annual maintenance fees will not be expended.

This CA contract includes a provision for a one-time price increase of 5%. Usually there are 5-10% increases annually from other software vendors. This will provide cost stability and predictability through the next two (2) biennial budgets.

Based on all of these factors, it is recommended that the State continue to use CA products with a direct relationship, sole source contract with CA.

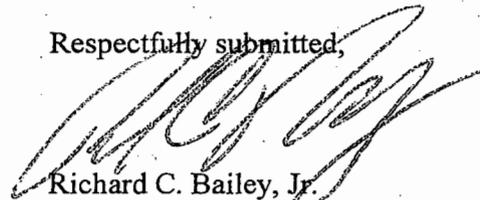
His Excellency, Governor John Lynch  
and Honorable Executive Council  
May 19, 2008  
Page 3

The CA contract conforms to the OIT Strategic Goal of Improving and Standardizing State Government Information Technology Infrastructure, specifically Software Procurement Streamlining as documented in the New Hampshire Information Technology Plan 2005-2009, approved October 18, 2005 by the Governor and Executive Council.

OIT estimates that the 100% Other funds will be 40% General Funded out of their agency Class 027 appropriations.

The Office of Information Technology has reviewed and approved the request for this contract and we respectfully request your approval.

Respectfully submitted,



Richard C. Bailey, Jr.  
Chief Information Officer

RCB/efg  
RID #s 6735, 6920, 6921, 6922, 6923

**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
CONTRACT DOCUMENT**

**CONTRACT AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

1.1 State Agency Name State of New Hampshire Office of Information Technology		1.2 State Agency Address 27 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name CA, Inc.		1.4 Contractor Address One CA Plaza, Islandia, NY 11749	
1.5 Account No. See Contract Agreement – Account Codes on the following page	1.6 Completion Date June 30, 2013	1.7 Audit Date	1.8 Price Limitation \$ 2,857,389.00
1.9 Contracting Officer for State Agency Richard C. Bailey, Jr.		1.10 State Agency Telephone Number 603 223-5703	
1.11 Contractor Signature <i>Maria Speciale 5/20/08</i>		1.12 Name & Title of Contractor Signor <i>Maria Speciale Manager, Sales Accounting</i>	
1.13 Acknowledgement: State of <i>NY</i> , County of <i>Suffolk</i> On <i>5-30-08</i> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>[seal] Deserie Musicaro</i>			
1.13.2 Name & Title of Notary or Justice of the Peace <i>Deserie Musicaro Notary</i>			
1.14 State Agency Signature(s) <i>[Signature]</i>		1.15 Name/Title of State Agency Signor(s) Richard C. Bailey, Jr., Chief Information Officer	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Assistant Attorney General, On: <i>5/21/08</i>			
1.18 Approval by the Governor & Council By _____ On: _____			

2009-007 OIT CA Contract-Statement of Work

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Deserie Musicaro  
Notary Public, State of New York  
No. 5080920  
Qualified in Suffolk County  
Commission Expires June 23, 192011



STATE OF NEW HAMPSHIRE  
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**CONTRACT AGREEMENT**

**Account Codes for the Contract Period July 1, 2008-June 30, 2013**

*Account Number	Budget Line	Description	Fiscal Year	Amount
010-003-1670-0300-096-0230-7130460	19392	Technology-Software	2009	\$503,869.94
010-003-1670-0300-024-0230-7130400	20478	Technology Software	2009	\$ 9,976.72
010-003-1670-0300-024-0230-7130400	19607	Technology Software	2009	\$ 27,073.34
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2010	\$594,718.00
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2011	\$ 617,763.00
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2012	\$ 551,994.00
010-003-1670-0300-096-0230-7130460	TBD	Technology-Software	2013	\$ 551,994.00
<b>TOTAL</b>				<b>\$2,857,389.00</b>

These account numbers are listed for State's record keeping purposes only.

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**TERMS AND DEFINITIONS**

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A contract duly executed and legally binding.
CA	CA, Inc. having its principle place of business at One CA Plaza, Islandia, New York 11749
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
"Contract" or "Agreement"	License and Maintenance of Utility Software Contract 2009-007
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Deliverables	Software Licenses and Maintenance and Technical Support Services provided by CA to the State under the Contract.
Contract Managers	The persons identified, in the Statement of Work (SOW), Section 4: <i>Contract Management</i>
Data	State's records, files, forms, data and other documents or information in either electronic or paper form.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Deliverables	Standard software licenses, maintenance including upgrades, patches and fixes, and help desk and technical support provided to the State by CA under the Contract.
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Firm Fixed Price Contract	A contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of CA's cost experience in performing the Contract.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Initial Term	July 1, 2008 through June 30, 2013
Licensed Program	Software License granted to the State by CA
Licensee	New Hampshire, Office of Information Technology, or its authorized agents. No other third person shall be, or be deemed to be, entitled to the use or benefit of the Licensed Program at any State site.
Licensee Site	Shall mean the data center site(s) identified in Exhibit C: <i>Special Provisions</i> , which are owned, operated or controlled by

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	the State.
MIPS Capacity	<del>Shall mean the aggregate computing power (expressed in millions of instructions per second and rounded to the next even multiple of 10) of all computers located at the Licensee Site(s), or which can remotely access such computers, irrespective of the platform designation of the hardware or operating systems, provided that such remote computer is capable of accessing, using, executing or benefiting from the licenses.</del>
New Product	A new generation or variation of a licensed program that is intended for use with an operating system not yet developed or with a new release of an operating system specified in the Contract.
Non-Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the product or service.
Non-Software Deliverables	Deliverables that are not Software Deliverables, e.g., meetings, help support
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Order of Precedence	The order in which Contract/Documents preside in the event of a conflict or ambiguity.
Perpetual	A perpetual license grants perpetual use of the Licensed Programs denoted as Perpetual on Exhibit A attached hereto. Maintenance shall be for the Initial Term. Maintenance thereafter shall be subject to an amendment to this contract.
Proposal	CA's written proposal submitted to the State for license renewal cost containment.
Software License	Licenses granted to the State under this Contract.
Software Support Level	A failure, deficiency, or defect resulting in the Software not conforming to its Specifications.  <b>Severity Level 1</b> -Urgent situations when the State's production system is down and the State is unable to use the Software. CA's technical support staff will, if possible, accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the State's call will be returned within one (1) hour. CA will follow up with the State and will continue to work with the State to provide the State with a resolution or a temporary workaround. The State must also be available 24 hours a day so that any further documentation required by CA to continue work may be obtained from the State. Should the State's representative not be available to provide CA with any

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	<p>required documentation, information or assistance, the Severity Level for the support issue will be downgraded to a Severity Level 2, and shall remain downgraded until CA is provided all required documentation, information and assistance. CA shall use its diligent efforts to resolve Severity Level 1 problems as quickly as possible.</p> <p><b>Severity Level 2.</b> A critical software system has significant outages and/or failure precluding its successful operation, and possibly endangering the State's environment. The Software may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response).</p> <p><b>Severity Level 3.</b> A minor problem exists with the Software but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response).</p> <p><b>Severity Level 4.</b> A very minor problem or question that does not affect the Software's function (for example, the text of a message is worded poorly or misspelled)</p>
SOW	Statement of Work
Specifications	The written specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein.
State	State of New Hampshire, Office of Information Technology 27 Hazen Drive Concord, NH 03301
State Confidential Records	State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year

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Subcontractor	A person, partnership, or company subcontracted by CA to perform under the Contract.
Term	Initial period of the Contract and any extensions thereof.
UMF	A UMF (Usage and Maintenance Fees) license includes both usage and maintenance for the Initial Term of the Licensed Programs denoted as UMF on Exhibit A attached hereto. Thereafter, continued usage of the Licensed Programs is subject to payment of fees as set forth in an amendment to this contract.
Warranty Period	The period following Acceptance during which CA will provide Warranty Services to the State.
Warranty Services	The warranty services CA will provide the State during the Warranty Period.

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This Contract (this "Contract" or "Agreement") is by and between the State of New Hampshire, acting through the Office of Information Technology ("State"), and CA, Inc., a New York Corporation.

**RECITALS**

The State desires to have CA provide Software Licenses and related maintenance, upgrades and technical support services to the State; and

CA wishes to provide the Software Licenses to the State and provide the maintenance, upgrades and technical support services to the State, all in accordance with the provisions of this Agreement,

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein, the parties agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

This Contract is comprised of the following documents (Contract Documents):

Statement of Work

- a. Exhibit A Contract Deliverables
- b. Exhibit B Price and Payment Schedule
- c. Exhibit C Special Provisions
- d. Exhibit D Administrative Services
- e. Exhibit E Maintenance and Technical Support Services
- f. Exhibit F Software License and Related Terms
- g. Exhibit G Warranty
- h. Exhibit H Contractor Proposal dated April 17, 2008
- i. Exhibit I CA Certificate of Vote
- j. Exhibit J CA Certificate of Authority
- k. Exhibit K CA Certificate of Insurance

**1.2 Order of Precedence**

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. *The Statement of Work*
- b. *Exhibits A, B, C, D, E, F, G, I, J, K*
- c. *Proposal, Exhibit H.*

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**1.3 Non-Exclusive, Firm Fixed Price Contract**

~~This is a Firm Fixed Price and Non-Exclusive Contract with price and term limitations as set forth in the Contract.~~

The State may, at its discretion, retain other contractors to provide the Contract Deliverables procured under the Contract. CA will not be responsible for any delay, act, or omission of such other contractors, except that CA shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of CA.

**2. CONTRACT TERM**

**2.1 Term**

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to, Governor and Executive Council approval (the "Effective Date").

CA's initial term will be from July 1, 2008 through June 30, 2013 (the "Initial Term") and may be extended for additional periods of one (1) year each, (together, the Initial Term and any extension thereof shall hereafter be referred to as the "Term") at the discretion of the State, subject to the parties prior written agreement concerning payments of license fees and usage and maintenance fees to be made during each extended term, up to but not beyond June 30, 2016.

Notwithstanding anything to the contrary in this Contract, any Contract extensions beyond June 30, 2013 shall require an amendment in writing signed by the State and by CA and shall be subject to approval of such amendment by the Governor and Council.

**2.2 Superseded Licenses**

All licenses respecting use of the Licensed Program(s) granted to the State by CA or any of its predecessors in Contract #2006-008, for use at the licensed installation sites, are hereby terminated as of July 1, 2008 (the "Superseded Licenses"), subject, however, to the obligations of the State (i) to pay those contracted obligations under the Superseded Licenses that have not been paid previously, and (ii) to maintain the confidentiality of the Licensed Programs and comply with the non-disclosure provisions of the Superseded Licenses. Any future use of or access to the Licensed Programs by the State at the licensed installation site shall be controlled exclusively by the terms of this License as amended hereby.



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**2.3 Contract Maintenance and Technical Support**

~~CA shall provide the State with Software Licenses and Maintenance and Technical Support Services.~~

**2.4 Upgrades**

Upgrade fees are associated with the increase in licensed MIPS Capacity in July 2009 from the existing licensed MIPS of 260 to 293 (2096/O02 to a 2096/P02) and in July 2010 from the then existing 293 MIPS to 333 MIPS (2096/P02 to 2096/Q02) for those products licensed for 260 MIPS.

This assumes the current level CPU (2096/O02) is upgraded only to the P02 in July 2009 and then to the Q02 in July 2010.

**2.5 New Products**

In addition to and separate from unspecified upgrades and enhancements to be provided as maintenance during the Term, in the event CA develops a new release of a Licensed Program that it designates and makes generally available as a new product (typically containing new function in addition to or different from existing functionality, a "New Product"), then upon CA's receipt of State's written request and without additional charge, CA shall provide and license to the State the New Product for the State's use during the Term, on the same terms and conditions that apply to the Licensed Program, without additional charge to the State, even if CA charges a separate license fee for the New Product to CA's other customers.

**2.6 Authorized Use**

Authorized use limitations for the Software Licenses (with respect to each such Software License the "Authorized Use Limitation") are set forth in the tables in Exhibit A: *Contract Deliverables*.

Any increase thereafter in licensed MIPS Capacity shall be subject to Section 2.7: *Supplemental License Fee* of the Contract and agreed to with appropriate State approval, and subject to the amendment process described in SOW, Section 8.17, *Amendment*, including but not limited to Governor and Council approval. Use of a Licensed Program in excess of the applicable *Authorized Use Limitation* shall be subject to CA's prior written consent and payment of the applicable fees.

Where the Perpetual Licensed Programs are installed on multiple machines (physical & "virtual") each such installation shall be counted for the purposes of determining the Authorized Use Limitation for that Licensed Program. A "virtual" PC and server environment is created where Virtual Machine Technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously.

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**2.7 Upgrade MIPS Capacity –Supplemental Fees**

The State may upgrade the licensed MIPS Capacity during the Term in 2009 and again in 2010, if required, upon appropriate State prior written notice to CA and payment of the applicable one time Supplemental License Fees (SLF) and increased Supplemental Usage and Maintenance fees (SUMF) based on the fee schedule detailed in Exhibit B: *Price and Payment Schedule*.

In each instance, the Supplemental License Fee and Supplemental Usage and Maintenance fee shall be billable upon the State's giving notice to CA of its desire to increase the licensed MIPS Capacity. The State shall pay the fee within thirty (30) days of CA's receipt of the State's written notice to upgrade, notwithstanding any installment payment schedule for the initial license fee. The License Fee and Usage and Maintenance fee shall be prorated for the year of the increase and shall be payable in full thereafter.

In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF for a 73 MIP increase would apply at the same time. If this event occurs, any increase in the annual payment amount, over the authorized amount in this contract, would have to be approved by Governor and Council through the amendment process described in SOW, Section 8.17, *Amendment*.

**2.8 MIPS Capacity Calculation**

MIPS Capacity shall be calculated by reference to CA's published schedules of the MIPS capacity of processors. In the event that any particular processor is not accounted for on the CA schedule, the manufacturer's published specification of MIPS Capacity shall control.

**2.9 Future Product Discount**

At any time after the first anniversary of the Effective Date of the Contract and prior to the expiration of the Term of the Licenses granted hereunder as applicable, the State may give CA written notice ("Notice") of its election to cancel this Contract with respect to the Software Licenses ("Cancelled Program") as of an expiration date specified in the notice ("Cancellation Date"). In such event, (a) the State's right to possess and use each Cancelled Program shall terminate on the Cancellation Date, (b) The State shall immediately cease all use of the Cancelled Program, promptly delete and either destroy or return to CA all copies of the Cancelled Program and certify in writing as to such deletion and destruction or return; and (c) CA shall grant the State a discount equal to the aggregate of that portion of the installment(s) of the license fee respecting such Cancelled Program



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due on the next anniversary of the Effective Date following CA's receipt of the notice and on each subsequent anniversary thereof (the "Discount"). Subject to full payment of the licenses fees due hereunder, the State may apply the Discount toward satisfaction of up to fifty (50) percent of the installments of CA's prevailing license fees for licenses newly licensed after the date of the Notice and during the Term of the Contract under CA's multi-year payment options. The Discount may not be combined with any other discount or credit then available to the State; no portion of the Discount shall be reimbursable in cash; and no portion of the Discount shall survive expiration of the Term of the Contract. Nothing herein shall affect the State's obligation to pay the fees set forth herein.

**3. COMPENSATION**

**3.1 Contract Price**

The Contract price, method of payment, and terms of payment are identified in Contract Exhibit B: *Price and Payment Schedule*.

**4. CONTRACT MANAGEMENT**

**4.1 CA Contract Manager**

CA shall assign a Contract Manager who shall be responsible for all Contract authorization and obtaining required Contract authorizations. CA's Contract Manager is:

Kevin Higgins  
Senior Business Manager  
CA, Inc  
160 Bridge Street  
East Windsor, CT 06088-9548  
Phone 860-627-4571  
Fax 860-654-1528  
Kevin.higgins@ca.com

**4.2 State Contract Manager**

The State shall assign a contract manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Frank Catanese, Director  
Office of Information Technology  
27 Hazen Drive  
Concord, NH 03301

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TEL: (603) 223-5701  
FAX: (603) 271-1516  
EMAIL: frank.catanese@oit.nh.gov

**4.3 Records Retention and Access Requirements**

CA agrees to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.

CA shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. CA shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including all appeals.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period termination of the Contract and one (1) year period following litigation relating to the Contract, including all appeals. CA shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to CA's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**4.4 Accounting Requirements**

CA shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

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**5. DELIVERABLES**

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**5.1 Deliverables and Services**

CA shall provide the State with Software Licenses and Maintenance, Upgrades and Technical Support Services for the Software required under the Contract, and as more particularly described in Exhibit A: *Contract Deliverables*

**5.2 Software**

CA shall provide the State with Software Licenses and Documentation required under the Contract, and more particularly described in Exhibit F: *Software License and Related Terms*.

**5.3 Warranty**

CA shall provide the Warranties and Warranty Services required under the Contract, and as more particularly in Exhibit G: *Warranty*.

**5.4 Maintenance, Upgrades and Technical Support Services**

CA shall provide the State with Maintenance, Upgrades and Technical Support for the Software required under the Contract, and as more particularly in Exhibit E: *Maintenance and Technical Support Services*.

**6. INTELLECTUAL PROPERTY**

**6.1 State's License**

CA hereby grants the State the Software Licenses as more particularly described in Exhibits A, *Deliverables* and Exhibit F, *Software License and Related Terms*.

**6.2 State's Business**

All right, title and interest in State Data shall remain with the State. The State's rights in such Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with CA. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, commercial time-sharing, or service bureau use.

**6.3 CA's Materials**

Subject to the provisions of this Contract, CA may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, CA shall not distribute any products containing or disclose any State Confidential Information. Subject to Section 7: *Use of State's Information, Confidentiality*, CA shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract.

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~~Without limiting the foregoing, the parties agree that the general knowledge referred to herein may in no event include: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.~~

**7. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**7.1 Use of State's Information**

In performing its obligations under the Contract, CA may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A:5 *Exemptions*). CA shall not use the State's Confidential Information except as directly connected to and necessary for CA's performance under the Contract, unless otherwise permitted under the Contract.

**7.2 State's Confidential Information**

CA agrees to maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction, all State Confidential Information that becomes available to CA in connection with its performance under the Contract, regardless of its form. Any disclosure of the State's Confidential Information shall require prior written approval of the State. CA shall immediately notify the State if any request, subpoena or other legal process is served upon CA regarding the State's Confidential Information, and CA shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process at no additional cost to the State. In the event of unauthorized use or disclosure of the State's confidential information, CA shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**7.3 CA's Confidential Information**

Insofar as CA seeks to maintain the confidentiality of its confidential information, CA must clearly identify in writing the information it claims to be confidential. Notwithstanding the foregoing, the State acknowledges that CA considers the Software and Documentation to be CA confidential information. CA acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential information insofar as



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it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by CA as confidential, the State shall notify CA and specify the date the State will be releasing the requested information. At the request of the State, CA shall cooperate and assist the State with collection and review of CA's information at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be CA's sole responsibility and at CA's sole expense. If CA fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to CA without any State liability to CA.

**7.4 Survival**

This Section 7: *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

**8. GENERAL PROVISIONS**

**8.1 Conditional Nature of the Contract**

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving CA notice of such termination. In such event, all Term Software Licenses, designated in Exhibit A, granted hereunder shall immediately terminate and the State shall immediately cease use of the Software, delete the Software from all of its systems and return all copies of the Software and Documentation to CA.

The State shall not be required to transfer funds from any other account to the account identified in block 1.5: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

**8.2 Compliance by CA with Laws and Regulations: Equal Employment Opportunity**

8.2.1 In connection with the performance of the Contract, CA shall comply with all statutes, laws, regulations, orders of federal, State, county or municipal authorities which impose any obligation or duty upon CA, including, but not limited to, civil rights and equal opportunity laws. CA shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract.

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8.2.2 During the term of the Contract, CA shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

8.2.3 If the Contract is funded in any part by monies of the United States, CA shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. CA further agrees to permit the State or United States, access to any of CA's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

**8.3 Regulatory/Government Approvals**

CA shall obtain all necessary and applicable regulatory or other governmental approvals to perform its obligations under the contract.

**8.4 Access/Cooperation**

As necessary for the performance of CA's obligations under the Contract, and subject to the applicable laws and regulations, the State shall provide CA with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow CA to perform its obligations under the Contract.

**8.5 Personnel**

8.5.1 CA shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort hereunder, to hire any person who is a State officer or employee, elected or appointed.

8.5.2 The Chief Information Officer ("CIO") of the Office of Information Technology, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

**8.6 Dispute Resolution Personnel**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or



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Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Contract.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CA</b>	<b>THE STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
Primary	Kevin Higgins* Sr. Business Manager	Frank Catanese, Director,* Contract/Project Manager	5 Business Days
First	Jack Lustig* Area Business Manager	Frank Catanese Director,* Contract/Project Manager	10 Business Days
Second	Bernadette Nixon* SVP. - Area Manager	Richard C. Bailey, Jr. Chief Information Officer*	15 Business Days

\* Or their successors

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party.

**8.7 Termination**

**8.7.1 Termination for Default**

Unless otherwise provided in the Contract, the State shall provide CA written notice of material default, and CA must cure the material default within sixty (60) days ("Cure Period") of its receipt of the notice of default. If CA fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare CA in default, and pursue its remedies at law or in equity or both.

8.7.1.2 In the event of material default by the State, CA shall provide the State with written notice of default, and the State shall cure the default within sixty (60) days of its receipt of the notice of default, unless otherwise extended by CA.



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~~8.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's or CA's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.~~

**8.7.2 Termination for Convenience**

**8.7.2.1** The State may, at its sole discretion, terminate the Contract, in whole or in part, by thirty (30) days written notice to CA. In the event of such termination for convenience, the State shall pay CA the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State.

**8.7.2.2** During the thirty (30) day period, CA shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**8.7.3 Termination for Conflict of Interest**

**8.7.3.1** The State may terminate the Contract by written notice if it reasonably determines that a material conflict of interest exists as defined by New Hampshire State Law (a "Conflict"). In such case, the State shall be entitled to a pro-rated refund of any current Maintenance and Support Services fee for the then-current Maintenance and Support Services term. The State shall pay all other contracted payments that would have become due and payable.

**8.7.3.2** In the event the Contract is terminated as provided above and CA knew or reasonably should have known of such a Conflict, the State shall be entitled to pursue the same remedies against CA as it could pursue in the event of a default of the Contract by CA.

**8.7.4 Termination Procedure**

**8.7.4.1** Upon termination of the Contract CA shall:

- a. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of CA and in which the State has an interest;



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b. ~~Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and~~

c. Provide written Certification to the State that CA has surrendered to the State all said property.

8.7.4.2 Upon any termination of the Contract, the State shall with respect to any term Software License:

(i) Immediately cease using the Software; (ii) return to CA all copies of the Software and the Documentation; and (iii) delete all Software from all systems.

**8.8 Force Majeure**

Neither CA nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**8.9 Change of Ownership**

In the event that CA should change ownership for any reason whatsoever, and in the event such new owner fully assumes the Contract in accordance with Contract provisions (Section 8.11: *Assignment, Delegation and Subcontracts*), including but not limited to all obligations under the Contract, the State shall have the option of continuing under the Contract with CA or its successors or assigns for the full remaining term of the Contract.

**8.10 CA's Relation to the State**

In the performance of the Contract, CA is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither CA nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

**8.11 Assignment, Delegation and Subcontracts**

8.11.1 CA shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing herein shall prohibit CA from assigning the Contract to the successor of all or substantially all of the assets

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or business of CA. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

8.11.2 CA shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall: not relieve CA of any of its obligations under the Contract; not affect any remedies available to the State against CA that may arise from any event of default of the provisions of the Contract; and the State may consider CA to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**8.12 Indemnification**

8.12.1 CA shall defend, indemnify, and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of CA in connection with its obligations under this Contract.

8.12.2 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

**8.12.3 Survival**

This Section 8.12, *Indemnification*, shall survive termination of the Contract.

**8.13 Liability**

**8.13.1 State**

Except with respect to deliberate breaches by the State of the confidentiality provisions of this Contract, in no event, shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages, and the State's liability to the Contractor under the Contract shall not exceed one and one half (1.5X) times the total Contract price.

Notwithstanding the foregoing and any provision of this Contract to the contrary: (1) the State's liability to Contractor shall be subject to applicable



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laws and regulations; and (2) in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

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**8.13.2 CA**

Subject to applicable laws and regulations, in no event shall CA be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and CA's liability to the State shall not exceed one and one half (1.5X) times the total Contract price, excluding maintenance fees, except as otherwise provided in Section 8.12: *Indemnification*, herein, and except with respect to breaches of confidentiality by CA hereunder as provided in Section 7: *Use of State's Information, Confidentiality*. The limitation of liability in Section 8.13.2 should not apply to CA defense and indemnification obligations set forth in Section 8.12: *Indemnification* and Section 7: *Use of State's Information, Confidentiality*.

**8.13.3 State's Immunity**

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

**8.14 Insurance**

**8.14.1 CA Insurance Requirement**

CA shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.
- c. Annually, on its insurance anniversary date, CA shall provide the State with a copy of the ACORD insurance form indicating that CA's insurance is current.

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**8.15 Waiver of Event of Default**

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other default on the part of the other party.

**8.16 Notice**

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO CA, INC.:  
General Counsel  
CA, Inc.  
One CA Plaza  
Islandia, NY 17749  
Tel: (800) 225-5224

TO STATE:  
Frank Catanese  
Director  
State of New Hampshire  
27 Hazen Drive  
Concord, NH 03301  
Tel: (603) 223-5701

**8.17 Amendment**

The Contract may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**8.18 Construction of Contract and Terms**

The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

**8.19 Third Parties**

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

**8.20 Headings**

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.



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8.21 **Contract Exhibits**

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The ~~Contract Exhibits referred to and attached to the Contract~~ are incorporated by reference as if fully set forth herein.

8.22 **Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of SOW Section 4.3: *Records Retention and Access Requirements*, SOW Section 4.4: *Accounting Requirements*, and SOW Section 7: *Use of State's Information, Confidentiality* and SOW Section 8.12: *Indemnification* which shall all survive the termination of the Contract.

8.23 **Entire Contract**

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings.



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EXHIBIT A  
CONTRACT DELIVERABLES**

~~Pricing for Deliverables is detailed in Exhibit B: Price and Payment Schedule of this Contract.~~  
Pricing will be effective for the Initial Term of this Contract.

**1. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

**1.1 Software Licensing**

Software Licenses pricing is established in Exhibit B: *Price and Payment Schedule*.

**1.2 Product Deliverables**

The tables below detail the specific licenses with CA that comprise the Enterprise License Agreement (ELA) for the period commencing July 1, 2008 through June 30, 2013 with the exception of the two licenses for the Department of Employment Security which shall be renewed for the period commencing July 1, 2008 through June 30, 2009 only.

In July 2009 the mainframe capacity requirements of the existing licensed MIPS of 260 for the MVS operating system may increase to 293 (2096/O02 to a 2096/P02).

By July 2010, if not sooner, the mainframe capacity requirements of the existing licensed MIPS of 293 for the MVS operating system may increase to 333 (2096/P02 to a 2096/Q02). If the increase is required prior to State fiscal year 2011, approval of the increase service and cost would be requested through a Contract amendment.

In the event that the upgrades in MIPS are not authorized, the total annual payment amounts in Exhibit B: *Price and Payment Schedule*, Section 1.2: *Proposed Pay Stream for the Enterprise License Agreement* will not include the mainframe SLF or the mainframe SUMF amounts.

Software Licenses - Office of Information Technology Data Center	Formerly Known As Software Licenses	Authorized Use	Operating System	License Type
CA Endeavor Change Manager	AllFusion CA Endeavor Change Manager	260 MIPS	MVS	UMF
CA Endeavor Change Manager Automated Configuration Option	AllFusion CA Endeavor Change Manager Automated Configuration Option	260 MIPS	MVS	UMF
CA Endeavor Change Manager Extended Processors Option	AllFusion CA Endeavor Change Manager Extended Processors Option	260 MIPS	MVS	UMF
CA Endeavor Change Manager Interface for External Security	AllFusion CA Endeavor Change Manager Interface for External Security	260 MIPS	MVS	UMF

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Unicenter CA-JCLCheck Utility	Unicenter CA-JCLCheck Utility	260 MIPS	MVS	UMF
CA I Tape Management	Brightstor CA-I Tape Management	260 MIPS	MVS	UMF
CA InterTest Batch	AllFusion CA-InterTest Batch	260 MIPS	MVS	UMF
CA InterTest for CICS	AllFusion CA-InterTest for CICS	260 MIPS	MVS	UMF
Unicenter Database Analyzer for DB2 for z/OS	Unicenter Database Analyzer for DB2 for z/OS	260 MIPS	MVS	UMF
Unicenter Detector for DB2 for z/OS	Unicenter Detector for DB2 for z/OS	260 MIPS	MVS	UMF
Unicenter Plan Analyzer for DB2 for z/OS	Unicenter Plan Analyzer for DB2 for z/OS	260 MIPS	MVS	UMF
Unicenter RC/Migrator for DB2 for z/OS	Unicenter RC/Migrator for DB2 for z/OS	260 MIPS	MVS	UMF
Unicenter RC/Query for DB2 for z/OS	Unicenter RC/Query for DB2 for z/OS	260 MIPS	MVS	UMF
Unicenter RC/Update for DB2 for z/OS	Unicenter RC/Update for DB2 for z/OS	260 MIPS	MVS	UMF
<b>Software Licenses -- Department of Administrative Services Data Center</b>	<b>Formerly Known As Software Licenses</b>	<b>Authorized Use</b>	<b>Operating System</b>	<b>License Type</b>
CA Dynam /D Disk Management *	Brightstor CA-Dynam/D Disk Management	171 MIPS	VSE	UMF
CA Dynam /T Tape Management*	Brightstor CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	171 MIPS	VSE	UMF
CA MASTERCAT VSAM Catalog Management*	Brightstor CA-MASTERCAT VSAM Catalog Management	171 MIPS	VSE	UMF
CA Raps*	Unicenter CA-Raps	171 MIPS	VSE	UMF
CA Explore Performance Management for CICS (VSE)*	Unicenter CA-Explore Performance Management for CICS (VSE)	171 MIPS	VSE	UMF
CA FAVER 2 VSAM Data Protection*	Brightstor CA-FAVER 2 VSAM Data Protection	171 MIPS	VSE	UMF
CA Dynam /T Tape Management*	Brightstor CA-Dynam/T Tape Management	171 MIPS	VM	UMF
CA VM:Backup*	Brightstor CA VM:Backup	171 MIPS	VM	UMF
CA VM:Secure*	eTrust CA VM:Secure	171 MIPS	VM	UMF
CA Explore Performance	Unicenter CA-Explore	171 MIPS	VM	UMF

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CONTRACT DELIVERABLES**

Management (VM)*	Performance Management (VM)			
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<b>Additional Software Licenses – Department of Safety</b>	<b>Formerly Known As Software Licenses</b>	<b>Authorized Use</b>	<b>Operating System</b>	<b>License Type</b>
CA Culprit for CA-IDMS*	Advantage CA-Culprit for CA-IDMS	171 MIPS	VSE	UMF
CA Dynam /D Disk Management*	BrightStor CA-Dynam/D Disk Management	171 MIPS	VSE	UMF
CA Dynam /FI File Independence*	BrightStor CA-Dynam/FI File Independence	171 MIPS	VSE	UMF
CA Dynam /T Tape Management*	BrightStor CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA ADS for CA-IDMS*	Advantage CA-ADS for CA-IDMS	171 MIPS	VSE	UMF
CA IDMS /DB*	Advantage CA-IDMS/DB Database	171 MIPS	VSE	UMF
CA IDMS /DB Audit Option*	Advantage CA-IDMS/DB Database Audit Option	171 MIPS	VSE	UMF
CA IDMS DML Online Option*	Advantage CA-IDMS Database DML Online Option	171 MIPS	VSE	UMF
CA IDMS /DC Option*	Advantage CA-IDMS/DC Transaction Server Option	171 MIPS	VSE	UMF
CA IDMS SQL Option*	Advantage CA-IDMS Database SQL Option	171 MIPS	VSE	UMF
CA ADS Option for APPC*	Advantage CA-ADS Option for APPC	171 MIPS	VSE	UMF
CA OLQ Online Query for CA-IDMS*	Advantage CA-OLQ Online Query for CA-IDMS	171 MIPS	VSE	UMF
CA IDMS Performance Monitor Option*	Advantage CA-IDMS Database Performance Monitor Option	171 MIPS	VSE	UMF
CA IDMS Server	Advantage CA-	171 MIPS	VSE	UMF

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Option*	IDMS Database Server Option			
CA Explore Performance Management*	Unicenter CA-Explore Performance Management	171 MIPS	VSE	UMF
<b>Distributed Product Suite- AllFusion Licensed Programs- Department of Health and Human Services- Data Center</b>	<b>Formerly Known As Software Licenses</b>	<b>Authorized use</b>	<b>Operating system</b>	<b>License Type</b>
CA Harvest Change Manager	AllFusion CA Harvest Change Manager	20 Concurrent Users	NT	Perpetual
CA Harvest Change Manager	AllFusion CA Harvest Change Manager	55 Named Users	NT	Perpetual
AllFusion ERwin Data Modeler	AllFusion ERwin Data Modeler	10 Named Users	NT	Perpetual
<b>Office of Information Technology</b>	<b>Formerly Known As Software Licenses</b>	<b>Authorized Use Limitation</b>	<b>Operating System</b>	<b>License Type</b>
CA Spectrum Network Fault Manager Fault Tolerant License	CA Spectrum Fault Tolerant License	1 Tierless Server	NT	Perpetual
CA Spectrum Integrity Branch Unrestricted Device Management	CA Spectrum Integrity NOC Unrestricted Device Management	1 Tierless Server	NT	Perpetual
CA Spectrum Network Fault Manager BMC Remedy Gateway	CA Spectrum Remedy Gateway	1 Tierless Server	NT	Perpetual
CA Spectrum Spectrowatch Editor for Infinity/Integrity	CA Spectrum SpectroWatch Editor for Infinity/Integrity	1 Tierless Server	NT	Perpetual
CA Spectrum Network Fault Manager Data Manager with Report Gateway for Infinity/Integrity	CA Spectrum Data Manager with Report Gateway for Infinity/Integrity	1 Tierless Server	NT	Perpetual
CA Spectrum Single Concurrent Administrator License	CA Spectrum Single Concurrent Administrator License	5 Users	NT	Perpetual
CA Spectrum Network Fault Manager Network Configuration Manager for Infinity/Integrity	CA Spectrum Configuration Manager for Infinity/Integrity	1 Tierless Server	NT	Perpetual
CA Spectrum Network Fault Manager Level 1	CA Spectrum Level 1	1 Tierless Server	NT	Perpetual

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Toolkit	Customization Toolkit			
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The following licenses for the Department of Employment Security will be renewed for one (1) year only.

Additional Software Licenses - Department of Employment Security	Formerly Known As Software Licenses	Authorized Use	Operating System	License Type
CA Dynam /T Tape Management*	BrightStor CA-Dynam/T Tape Management	171 MIPS	VSE	UMF
CA Easytrieve Plus Report Generator*	Unicenter CA-Easytrieve Plus Report Generator	171 MIPS	VSE	UMF

\*Product is being used on a singled CPU.

**1.3 eSupport and Total Client Care (TCC) Programs**

The State will be, and will remain, enrolled in CA's eSupport and TCC Programs during the Initial Term hereof, and any renewal period.

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**STATE OF NEW HAMPSHIRE  
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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract in the total amount of \$ 2,857,389.

This Firm Fixed Price Contract includes the following:

Office of Information Technology	MVS product set	usage rights up to 260 MIPS	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Administrative Services	VM product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Safety	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2013
Dept. of Employment Security	VSE product set	usage rights up to 171 MIPS on any 1 CPU	July 1, 2008- June 30, 2009
Office of Information Technology	CA Spectrum Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
Dept. Of Health and Human Services	ALLFusion Products	Usage rights specified on Exhibit A	July 1, 2008- June 30, 2013
The proposed partnership fees and associated savings are contingent upon all remaining licenses being renewed for a five (5) year period.			
Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.			
Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and charged annually thereafter for the term of the agreement.			
In July 2009 the mainframe capacity requirements of the existing licensed 260 MIPS on the MVS operating system may increase to 293 (2096/O02 to a 2096/P02). By July 2010, if not sooner, the mainframe capacity requirements of the existing licensed MIPS of 293 for the MVS operating system may increase to 333 (2096/P02 to a 2096/Q02).			
In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF for a 73 MIP increase would apply at the same time. If this event occurs, any increase in the annual payment amount, over the authorized amount in this contract, would have to be			

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

approved by Governor and Council through the Contract Amendment process.

**1.2 PROPOSED PAY STREAM FOR THE ENTERPRISE LICENSE AGREEMENT**

Enterprise License Agreement	July 1, 2008- June 30, 2009	July 1, 2009- June 30, 2010*	July 1, 2010- June 30, 2011*	July 1, 2011- June 30, 2012*	July 1, 2012- June 30, 2013*	TOTAL*
Renewal Fees	\$540,920.00	\$530,942.00	\$ 530,942.00	\$ 530,942.00	\$530,942.00	\$2,664,688.00
Mainframe SLF	\$ 0.00	\$ 54,259.00	\$ 65,769.00	\$ 0.00	\$ 0.00	\$ 120,028.00
Mainframe SUMF	\$ 0.00	\$ 9,517.00	\$ 21,052.00	\$ 21,052.00	\$ 21,052.00	\$ 72,673.00
<b>Total</b>	<b>\$540,920.00</b>	<b>\$594,718.00</b>	<b>\$ 617,763.00</b>	<b>\$551,994.00</b>	<b>\$551,994.00</b>	<b>\$2,857,389.00</b>

\*NOTE: In the event that the upgrades in MIPS are not authorized, or are not required, the total annual payment amounts for future State fiscal years in Exhibit B: *Price and Payment Schedule*, Section 1.2: *Proposed Pay Stream for the Enterprise License Agreement* will not include the mainframe SLF or the mainframe SUMF amounts.

**2. TOTAL CONTRACT PRICE**

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$2,857,389.

**3. INVOICING**

CA shall submit invoices for Deliverables as permitted by the Contract and the terms listed herein. Invoices shall contain detailed information, including without limitation, the following information as applicable: identification of each Deliverable for which payment is sought; date of delivery, performance, and/or installation. Upon receipt by the State of a properly documented invoice, the corresponding fee specified becomes due and payable, and the State will pay the invoice within thirty (30) days of receipt of invoice, except as otherwise provided in the Contract. Invoices will not be backdated and shall be promptly dispatched.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify CA of the alleged error prior to the due date of such payment. The State and CA agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to CA. The State shall promptly pay on the earlier of either resolution of such dispute, or within such 15-day period, the agreed-upon amount, but no late charges shall apply to that amount or the originally invoiced amount.



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PRICE AND PAYMENT SCHEDULE**

**4. PAYMENT ADDRESS**

All payments to be made to the following address:

CA, Inc.  
One CA Plaza  
Islandia, New York 11749

**5 OVERPAYMENTS TO CA, INC.**

CA shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any undisputed overpayment or undisputed erroneous payment upon notice from the State. In the event of a dispute regarding any such overpayment or erroneous payment, the parties agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days of the establishment of such dispute.

**6. RIGHT TO OFFSET**

The State reserves the right to offset from any amounts otherwise payable to CA, Inc. under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through 7-C, or any other provision of law.

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**STATE OF NEW HAMPSHIRE  
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EXHIBIT C  
SPECIAL PROVISIONS**

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**1. Office of Information Technology - State Licensed Sites of the Contract:**

State of New Hampshire, Office of Information Technology  
27 Hazen Drive  
Concord, NH 03301

State of New Hampshire, Department of Administrative Services Data Center  
27 Hazen Drive  
Concord, NH 03301

State of New Hampshire, Department of Safety  
33 Hazen Drive  
Concord, NH 03301

State of New Hampshire, Department of Employment Security  
32 South Main Street  
Concord, NH 03301

State of New Hampshire, Department of Health and Human Services  
27 Hazen Drive  
Concord, NH 03301

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EXHIBIT D  
ADMINISTRATIVE SERVICES

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**1. ADMINISTRATIVE SERVICES**

**1.1 Annual Reports**

On or before the anniversary of the Effective Date of the CA Order, Exhibit C: *Special Provisions*, the State shall report to CA in writing the MIPS capacity at each State site during the preceding twelve month period, listing each CPU located at, or remotely accessing each State site by manufacturer, model, operating system, location and (except for micro processors) the serial number thereof.

CA shall thereupon review such report and advise the State of any applicable Supplemental License Fees and annual Software License and Maintenance And Technical Support Services fees due. The parties agree that in order to verify the accuracy of the State's report, the State will, at CA's request upon reasonable notice and subject to applicable State and federal laws and regulations, grant CA access to each State Site and shall provide any further information as CA may reasonably require.

No Supplemental License fees may be assessed without approval by Governor and Council.

**1.2 State Meetings and Reports**

CA's Contract Manager shall participate in meetings as reasonably requested by the State.

**1.3 State-Owned Documents and Data**

CA shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, CA shall turn over all State-owned documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

**1.4 Records Retention and Access Requirements**

CA shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

CA shall also agree to the following:

CA shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of the Contract. The Contractor shall retain all such records for three (3) years after the final payment on the Contract. Records relating to any litigation matters regarding the Contract shall be kept for six (6) years following the termination of litigation.

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EXHIBIT D  
ADMINISTRATIVE SERVICES**

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Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period after the Contract term or six (6) year term following litigation. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost or any other material issued under the Contract is calculated or derived from these factors.

**1.5 Accounting Requirements**

CA shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.



**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
EXHIBIT E  
MAINTENANCE AND TECHNICAL SUPPORT SERVICES**

CA shall provide Maintenance and Technical Support Services for the Software Licenses purchased through and in accordance with the Contract Documents.

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**1. MAINTENANCE AND TECHNICAL SUPPORT**

CA shall provide the State with Maintenance and Technical Support Services for the Software.

Maintenance and Technical Support Services includes updates, new versions and new releases of the Software which are generally provided by CA at no charge to its other licensees who are current in payment of all applicable license and maintenance fees. Maintenance and Technical Support Services shall include the detection and correction of any Software errors which cause the Software to fail to operate according to its published specifications. CA shall respond to the State's requests for corrections of any defects or malfunctions in the Software in accordance with the Software support levels set forth below.

**2. SOFTWARE SUPPORT LEVELS**

**Severity Level 1 – Urgent situations, when the State's production system is down and the State is unable to use the Software.** CA's technical support staff will, if possible, accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the State's call will be returned within one (1) hour. CA will follow up with the State and will continue to work with the State to provide the State with a resolution or a temporary workaround. The State must also be available 24 hours a day so that any further documentation required by CA to continue work may be obtained from the State. Should the State's representative not be available to provide CA with any required documentation, information or assistance, the Severity Level for the support issue will be downgraded to a Severity Level 2, and shall remain downgraded until CA is provided all required documentation, information and assistance. CA shall use its diligent efforts to resolve Severity Level 1 problems as quickly as possible.

**Severity Level 2.** A critical software system has significant outages and/or failure precluding its successful operation, and possibly endangering the State's environment. The Software may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response).

**Severity Level 3.** A minor problem exists with the Software but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response).



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EXHIBIT E  
MAINTENANCE AND TECHNICAL SUPPORT SERVICES**

**Severity Level 4.** A very minor problem or question that does not affect the Software's function (for example, the text of a message is worded poorly or misspelled).

All issues categorized as Severity Levels 2, 3 or 4 will be addressed by CA in priority sequence by Severity Level during CA's normal business hours. Within each Severity Level, the calls will be answered or returned in the order in which they were received by CA, with the goal of answering all calls within one business day.

The Severity Level of any issue may be changed at any time by the State by calling CA's 24 hour hotline and specifying a new Severity Level. For example, if a problem previously classified as a Severity Level 2 requires a more urgent response, the State may, at its sole discretion, reclassify same as a Severity Level 1, and Severity Level 1 procedures (as described above) will then apply.

**3. DATA COLLECTION**

**3.1 Records Activities**

CA shall maintain a record of the activities related to warranty repair or Maintenance and Technical Support Services activities performed for the State. For all Maintenance and Technical Support Services communications, CA shall ensure the following information will be collected and maintained:

1. Severity level;
2. Current status of the deficiency;
3. Proposed Resolutions
4. Expected and actual completion time; and
5. Relevant deficiency resolution information.

**3.2 Software Monitoring**

CA will work with the State to identify and troubleshoot potentially large-scale failures or deficiencies attributable to the Licensed Software by collecting the following information:

1. Mean time between reported deficiencies with the Licensed Software;
2. Diagnosis of the root cause of the problem; and
3. Identification of repeat calls or repeat Licensed Software problems.



**STATE OF NEW HAMPSHIRE  
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EXHIBIT F  
SOFTWARE LICENSE AND RELATED TERMS**

The terms set forth in this Exhibit F: *Software License and Related Terms* are specific to the provision of the Software Licenses and related maintenance, as provided herein, and in no way shall limit or impact the rights under the warranty.

**1. LICENSE GRANT**

Subject to the payment of applicable license fees as set forth in Exhibit B: *Price and Payment Schedule*, CA grants to the State a license, as set forth in Exhibit A: *Contract Deliverables*, to use the Software identified on the ordering document attached hereto in Exhibit A: *Contract Deliverables*. The State may allow its agents and contractors to access and use the Licensed Software for this purpose and in such event, the State shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein.

**2. RESTRICTIONS**

The State may not:

- a. Remove or modify any program markings or any notice of CA's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations;
- c. Cause or permit reverse engineering, disassembly or de-compilation of the programs;  
or
- d. Disclose results of any program benchmark tests without CA's prior written consent, and such consent will not be unreasonably withheld.

**3. TITLE**

Title to the Software remains with CA, and the Software is considered a trade secret and considered the proprietary property of CA. Subject to applicable state and federal laws and regulations, the State and its employees will keep the Software License strictly confidential, subject to the *Statement of Work*, Section 7: *Use of State's Information, Confidentiality* of the Contract, and the State will not disclose or otherwise distribute the Software License to anyone other than the State's authorized employees. The State will not remove or destroy any proprietary markings of CA. The State will not permit anyone except its authorized employees to have access to the Software License. Except for archive purposes, the State will not make or permit others to make copies of or reproduce any part of the Software License in any form without the prior written consent of CA. In no event will the State decompile, disassemble or otherwise reverse engineer any Software License.

The State agrees that, in the event that the State infringes CA's intellectual property rights, CA may pursue all available remedies against the State, subject to limitations of liability provisions set forth in the *Statement of Work*, Section 8.13: *Liability* of this Contract.



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EXHIBIT F  
SOFTWARE LICENSE AND RELATED TERMS

4. MAINTENANCE AND TECHNICAL SUPPORT SERVICES

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For purposes of the CA ordering document, Maintenance and Technical Support Services consists of software updates, fixes, and patches, and technical support services provided under CA's technical support policies.

Technical support is effective July 1, 2008.

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**STATE OF NEW HAMPSHIRE  
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EXHIBIT G  
WARRANTY**

**1. WARRANTIES**

CA warrants that the Software will operate in all material respects as described in its associated program documentation.

CA does not guarantee that the programs will perform error-free or uninterrupted or that CA will correct all program errors. To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

For any breach of the above warranties, the State's exclusive remedy, and CA's entire liability, shall be, at CA's sole option: (a) the correction of program errors that cause breach of the warranty, or (b) if CA cannot substantially correct such breach in a commercially reasonable manner, the State may end its Software License and recover the fees paid to CA for the Software License and Maintenance and Technical Support Services.

**2. VIRUSES**

As a part of its internal development process, CA will use reasonable efforts to test programs for viruses. CA will also maintain a master copy of the appropriate versions of the programs, free of viruses. If the State believes a virus may be present in the delivered programs, then upon its request, CA will provide a master copy for comparison with and correction of the State's copy of the programs.

**3. AUDIT**

Subject to applicable State and Federal laws and regulations, annually, and upon reasonable written notice, CA may audit the State's use of the programs at its own expense. The State agrees to cooperate with CA's audit and provide reasonable assistance and access to information. CA's audit rights are subject to applicable laws of the State of New Hampshire.

**4. NON-INFRINGEMENT**

CA warrants that it has good title to, or the right to allow the State to use, all information, instruction, Software, and Documentation, including updates provided hereunder ("Material"), and that such Material does not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate any trade secret of any third party. The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that a claim is made against the State that any Material infringes intellectual property rights, CA will defend and indemnify the State against the claim if the State does the following:



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EXHIBIT G  
WARRANTY**

- (i) Notifies CA promptly in writing, not later than 30 days after the Recipient receives actual notice of such claim or information;
- (ii) Gives CA control of the defense and any settlement negotiations; and
- (iii) Gives CA the information, authority, and assistance the Provider needs to defend against or settle the claim.

If CA believes or it is determined that any of the Material may have violated someone else's intellectual property rights, CA may choose to either modify the Material to be non-infringing (while substantively preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, CA may end the license for, and require return of the applicable Material and refund any fees the State may have paid for it. CA will not indemnify the State if the State alters the Material or uses it outside the scope of use identified in CA's user Documentation or if the State uses a version of the Material which has been superceded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional expense to the State. CA will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by CA. CA will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by CA. This section provides the parties' exclusive remedy for any infringement claims or damages for that Material that is furnished under this Exhibit F: *Software License and Related Terms*. Notwithstanding the foregoing, the State may participate in the defense to the extent it seeks to assert immunities and defenses that apply to the State.

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STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
EXHIBIT H  
CONTRACTOR PROPOSAL DATED April 17, 2008

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Enterprise

License

Renewal

Proposal

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CA

Updated April 17, 2008  
Presented To: State of New Hampshire

CA  
Kevin Higgins, Senior Business Manager  
860-627-4571

Thomas Marengi, Account Manager  
508-628-8231

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EXHIBIT H  
CONTRACTOR PROPOSAL DATED April 17, 2008**

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**Executive Summary**

Everyday the State of New Hampshire utilizes a suite of CA mainframe and distributed solutions in support of their core business operations. These key solutions address systems management functions, database functions with IDMS and DB2 database management tools. CA and the State of New Hampshire have built a long-standing mutually beneficial business relationship and we look forward to extending this relationship as outlined in this proposal.

**Contract Summary**

The State of New Hampshire consolidated several agency specific licenses with CA into the existing Enterprise License Agreement (ELA) which covers the period June 22, 2005 through June 30, 2008 and is due for renewal on or before June 30, 2008.

The current agreement is a MIPS based agreement which has several different Agency specific product groups that are licensed for 260 MVS MIPS or 171 VSE/VM MIPS. Exhibit A of this proposal details the various product groups.

As a result of past conversations with the State of New Hampshire an ELA renewal that reflects the following has been requested:

- Guidance on the renewal of the existing agreement that expires June 30, 2008.
  - Products shaded in yellow in Exhibit A will not be renewed.
  - Identity Minder will not be renewed.
  - Products shaded in green are only being renewed for one year.
- Future mainframe capacity requirements affecting the MVS licenses.
  - July 2009 increase existing licensed MIPS of 260 to 293 (2096/O02 to a 2096/P02).
  - July 2010 increase MIPS from 293 (2096/P02) to 333 (2096/Q02). This assumes the present CPU (2096/O02) is upgraded only to the P02 in July 2009 and then to the Q02 in July 2010.

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CA Initials:   

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**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
EXHIBIT H  
CONTRACTOR PROPOSAL DATED April 17, 2008**

**Enterprise License Renewal**

	July 01, 2008- June 30, 2009	July 01, 2009- June 30, 2010	July 01, 2010- June 30, 2011	July 01, 2011- June 30, 2012	July 01, 2012- June 30, 2013	Total
Prevailing Fees						
Renewal Fees	\$962,353	\$916,812	\$916,812	\$962,653	\$962,653	\$4,721,284
Mainframe SLF	\$0	\$208,518	\$252,749	\$0	\$0	\$461,266
Mainframe SUMF	\$0	\$18,830	\$83,308	\$87,474	\$87,474	\$277,086
Total	\$962,353	\$1,144,160	\$1,252,870	\$1,050,127	\$1,050,127	\$5,459,637

	July 01, 2008- June 30, 2009	July 01, 2009- June 30, 2010	July 01, 2010- June 30, 2011	July 01, 2011- June 30, 2012	July 01, 2012- June 30, 2013	Total
Partnership Proposal						
Renewal Fees	\$540,920	\$530,942	\$530,942	\$530,942	\$530,942	\$2,664,688
Mainframe SLF	\$0	\$54,259	\$85,769	\$0	\$0	\$120,028
Mainframe SUMF	\$0	\$9,517	\$21,052	\$21,052	\$21,052	\$72,673
Total	\$540,920	\$594,718	\$637,763	\$551,994	\$551,994	\$2,857,389

	July 01, 2008- June 30, 2009	July 01, 2009- June 30, 2010	July 01, 2010- June 30, 2011	July 01, 2011- June 30, 2012	July 01, 2012- June 30, 2013	Total
Partnership Savings						
Renewal Fees	\$421,433	\$385,870	\$385,870	\$431,711	\$431,711	\$2,056,586
Mainframe SLF	\$0	\$154,258	\$186,980	\$0	\$0	\$341,238
Mainframe SUMF	\$0	\$9,313	\$62,255	\$66,422	\$66,422	\$204,413
Total Savings	\$421,433	\$549,442	\$635,106	\$498,132	\$498,132	\$2,602,247

- Prevailing fees assumes a 5% global price increase every other year.
- The proposed partnership fees and associated savings are contingent upon all remaining licenses being renewed for a five year period.
- A five year license provides budget predictability for the license renewal and projected MIPS growth.
- Supplemental License Fees (SLF) are one time fees for each MIPS capacity upgrade.
- Supplemental Usage and Maintenance Fees (SUMF) are prorated for the year of the MIPS increase and charged annually thereafter for the term of the agreement.
- In the event the existing licensed MIPS quantity of 260 MIPS is increased to 333 MIPS at one time instead of the proposed two stage MIP increase, the proposed total SLF would apply at the time of the MIPS capacity increase and the SUMF for a 73 MIP increase would apply at the same time.

**Fiscal Funding Language**

Licensee represents that it is a government agency or instrumentality, and that Licensee has obtained all requisite approvals and authority to enter into and perform its obligations hereunder, including, without limitation, the obligation to make the initial payment or payments required to be made hereunder on the date or dates upon which such initial payment or payments may become due during Licensee's current fiscal year. With respect to any subsequent payment which may be required to be made hereunder in any subsequent fiscal year of Licensee, the parties acknowledge that Licensee's authority to make such subsequent payment may be contingent upon appropriation to Licensee by relevant government agencies or legislative authorities of funds sufficient for such purpose. If such additional sufficient funds are not so appropriated to Licensee, either CA or Licensee may terminate this license as of the first day of the applicable subsequent fiscal year of Licensee with respect to which such sufficient funds are not made available. Licensee agrees (a) not to effect such termination for the purpose of replacing the Licensed Program(s) with an equivalent product or products supplied by others and (b) to use its best efforts to obtain such sufficient funds by taking all appropriate action to effect the appropriation of such additional sufficient funds. Upon such termination, Licensee shall immediately cease all use of the Licensed Program and

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**STATE OF NEW HAMPSHIRE  
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CONTRACT 2009-007  
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CONTRACTOR PROPOSAL DATED April 17, 2008**

return to CA all copies of the Licensed Program and all related documentation and continue to abide by the provisions of the License Agreement relating to the confidentiality thereof.

**Exhibit A**

<u>Product Name</u>	<u>MIPS</u>	<u>Operating System</u>
Administrative Services MVS		
CA Endeavor Change Manager	260	MVS
CA Endeavor Change Manager Automated Configuration Option	260	MVS
CA Endeavor Change Manager Extended Processors Option	260	MVS
CA Endeavor Change Manager Interface for External Security	260	MVS
Unicenter CA-JCLCheck Utility	260	MVS
BrightStor CA-1 Tape Management	260	MVS
AllFusion CA-InterTest Batch	260	MVS
AllFusion CA-InterTest for CICS	260	MVS
Unicenter Database Analyzer for DB2 UDB for z/OS	260	MVS
Unicenter Detector for DB2 UDB for z/OS	260	MVS
Unicenter Plan Analyzer for DB2 UDB for z/OS	260	MVS
Unicenter RC/Migrator for DB2 UDB for z/OS	260	MVS
Unicenter RC/Query for DB2 UDB for z/OS	260	MVS
Unicenter RC/Update for DB2 UDB for z/OS	260	MVS
Administrative Services VSE		
BrightStor CA-Dynam /D Disk Management	171	VSE
BrightStor CA-Dynam /T Tape Management	171	VSE
Unicenter CA-Easytrieve Plus Report Generator	171	VSE
BrightStor CA-MASTERCAT VSAM Catalog Management	171	VSE
Unicenter CA-Raps	171	VSE
Unicenter CA-Explore Performance Management for CICS	171	VSE
BrightStor CA-FAVER 2 VSAM Data Protection	171	VSE
Administrative Services VM		
BrightStor CA-Dynam /T Tape Management	171	VM
BrightStor VM:Backup	171	VM
eTrust VM:Secure	171	VM
Unicenter CA-Explore Performance Management	171	VM

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OFFICE OF INFORMATION TECHNOLOGY  
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**Exhibit A continued**

Department of Safety VSE		
Advantage CA-Culprit for CA-IDMS	171	VSE
BrightStor CA-Dynam /D Disk Management	171	VSE
BrightStor CA-Dynam /FI File Independence	171	VSE
BrightStor CA-Dynam /T Tape Management	171	VSE
Unicenter CA-FAQS Automated Systems Operation	171	VSE
Unicenter CA-FAQS Production Control System	171	VSE
Advantage CA-ADS for CA-IDMS	171	VSE
Advantage CA-IDMS /DB Database	171	VSE
Advantage CA-IDMS /DB Database Audit Option	171	VSE
Advantage CA-IDMS Database DML Online Option	171	VSE
Advantage CA-IDMS /DC Transaction Server Option	171	VSE
Advantage CA-IDMS Database SQL Option	171	VSE
Advantage CA-ADS Option for APPC	171	VSE
Advantage CA-OLQ Online Query for CA-IDMS	171	VSE
Advantage CA-IDMS Database Performance Monitor Option	171	VSE
Advantage CA-IDMS Database Server Option	171	VSE
Unicenter CA-Explore Performance Management	171	VSE
Department of Employment Security VSE		
BrightStor CA-Dynam /T Tape Management	171	VSE
Unicenter CA-Easytrieve Plus Report Generator	171	VSE

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**STATE OF NEW HAMPSHIRE  
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**EXHIBIT H  
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Product Name	Quantity
Harvest Change Manager	75
AllFusion Erwin Data Modeler	10
Spectrum Fault Tolerant	1
Spectrum Integrity NOC	
Spectrum Remedy AR System	1
Spectrum SpectroWatch Editor for Infinity/Integrity	1
Spectrum Data Manager with Report Gateway for Infinity/Integrity	1
Spectrum Single Concurrent Administrator License	1
Spectrum Configuration Manager for Infinity/Integrity	1
Spectrum Level 1 Customization Toolkit	1

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STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
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EXHIBIT I  
CONTRACTOR CERTIFICATE OF VOTE

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## EXHIBIT A

Resolutions Adopted by the Board of Directors at a Meeting Held on June 7, 2006

### Excerpt 1

WHEREAS, the business and affairs of the Company are managed under the direction of the Board of Directors; and

### Excerpt 2

WHEREAS, the Board desires to delegate certain rights, duties and authority to the Chief Executive Officer as set forth below; and

WHEREAS, pursuant to resolutions adopted by the Board of Directors on January 22, 2002, February 1, 2005 and April 11, 2005, the Board of Directors delegated certain rights, duties and authority to the Chief Executive Officer and certain other officers of the Company (the "Old Delegations of Authority"); and

WHEREAS, the Board of Directors deems it advisable to amend and restate the Old Delegations of Authority with respect to certain matters,

NOW THEREFORE, in consideration of the foregoing, the Board of Directors hereby RESOLVES that:

### Excerpt 3

2. In addition to any other authority granted to the Chief Executive Officer pursuant to the By-laws or other resolution of the Board of Directors, and in addition to any other authority that he or she may have in connection with the ordinary operations of the Company's business, the Chief Executive Officer is authorized, in the name and on behalf of the Company, but subject, in each case, to the limitations and requirements of applicable law, to approve:

### Excerpt 4

Business and/or Technology Acquisitions and Divestitures and Intellectual Property Sales and Licensing Agreements

### Excerpt 5

- c. Entering into (i) commercial sales agreements with Third Parties or Related Entities proving for the use, licensing or distribution of Company products by such Third Parties or Related Entities and (ii) providing for the licensing or other



conveyance, to or from the Company, of rights and/or title to intellectual property assets.

**Excerpt 6**

6. The Chief Executive Officer is authorized to take all necessary and appropriate actions to implement and effectuate the purpose and intent of these resolutions, including, without limitation:
- 

**Excerpt 7**

- b. delegation (including authority to subdelegate and redelegate unless expressly prohibited herein) of any authority granted herein to any officer or employee of the Company or of any Subsidiary, or to any team, committee or other group that includes such officers or employees;

**Excerpt 8**

The following terms as used in these resolutions shall have the following meanings...

e. "Related Entity" shall mean any corporation, partnership, joint venture or other entity in which the Company holds an interest, other than a Subsidiary.

f. "Subsidiary" shall mean any entity of which the Company owns, directly or indirectly, over fifty percent of the voting power of outstanding shares or other interest, or which the Company otherwise controls.

g. "Third Party" shall mean any entity other than the Company or any of its Related Entities or Subsidiaries.





STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
EXHIBIT J  
CONTRACTOR CERTIFICATE OF AUTHORITY/GOOD STANDING

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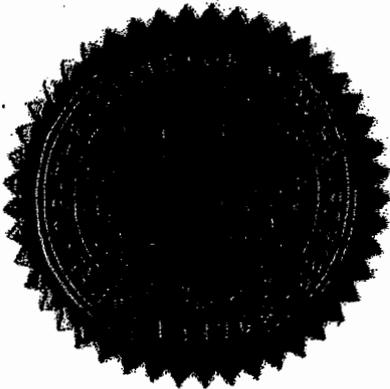
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State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CA, Inc. d/b/a CA - IT Management Software in New Hampshire, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 25, 1984. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28<sup>th</sup> day of April, A.D. 2008

Handwritten signature of William M. Gardner in cursive.

William M. Gardner  
Secretary of State

A small, stylized star logo with the letters 'MS' inside it.

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE  
CONTRACT 2009-007  
EXHIBIT K  
CONTRACTOR CERTIFICATE OF INSURANCE

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2009-007OIT CA Exhibit K

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# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/24/2008

**PRODUCER**  
Aon Risk Services Northeast, Inc.  
fka Aon Risk Services, Inc. of New York  
199 Water Street  
New York NY 10038-3551 USA

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

PHONE: (866) 283-7122 FAX: (847) 953-5390

**INSURED**  
CA, Inc. and all Subsidiaries  
One Computer Associates Plaza  
Islandia NY 11749 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Sentry Ins A Mutual Company	24988
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**  
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.	901605703	04/01/08	04/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MBD EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	901605704 (AOS) 901605705 (MA)	04/01/08	04/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
A		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
						AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	TH2621093580018	04/01/08	04/01/09	EACH OCCURRENCE	\$25,000,000
						AGGREGATE	\$25,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	901605701	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-BR	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**  
State of New Hampshire  
Office of Information Technology  
27 Hazen Drive  
Concord NH 03301 USA

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Northeast, Inc.*

ACORD 25 (2007/08)

ACORD CORPORATION 1988

Holder Identifier: 570028108244 Certificate No: 570028108244





STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-271-2843 1-800-852-3345 x2843  
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.  
Chief Information Officer

May 19, 2008

Frank Catanese  
Director, Operations Division  
Office of Information Technology  
State of New Hampshire  
27 Hazen Drive  
Concord, NH 03301

Dear Director Catanese:

This letter represents formal notification that the Office of Information Technology (OIT) has approved the Operations Division's request to enter into a \$2,857,389 contract with CA, Inc. as described below and referenced as OIT No. 2009-007.

This is a request to enter into a SOLE SOURCE contract with CA, Inc. for licenses, maintenance, and technical support services for the CA, Inc. products detailed in the following pages. These applications are used on the mainframe for DHHS – NECSES, Bridges and New HEIGHTS, Administrative Services, Department of Safety, New Hampshire Employment Services, and OIT Network management. The contract term is July 1, 2008 through June 30, 2013 upon Governor and Executive Council approval. The amount of the firm fixed price contract is \$2,857,389.

This project is set forth in the New Hampshire Information Technology Plan dated October 18, 2005, *Improving and Standardizing State Government IT Infrastructure*, specifically *Software Procurement Streamlining* as identified in the *Strategic Themes* section, *Priorities for Investment of IT Resources During Fiscal Years 2006-2009*.

Please include this in the Office of Information Technology's submission to Governor and Council for approval.

Sincerely,

Richard C. Bailey, Jr.

RCB/efg  
OIT 2009-007



**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY**

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Fax: 603-271-1516 TDD Access: 1-800-735-2964

**Richard C. Bailey, Jr.**  
*Chief Information Officer*

RID#s 6735, 6920, 6921, 6922, 6923

cc: Robert Coffey, Operations Division  
Robert Romeril, Operations Division  
Eileen Grimmer, CPM, IT Manager, OIT Logistics- Contracts

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Richard C. Bailey, Jr.  
Chief Information Officer

Exhibit A

<u>Product Name</u>	<u>MIPS</u>	<u>Operating System</u>
<b>Administrative Services MVS</b>		
CA Endeavor Change Manager	260	MVS
CA Endeavor Change Manager Automated Configuration Option	260	MVS
CA Endeavor Change Manager Extended Processors Option	260	MVS
CA Endeavor Change Manager Interface for External Security	260	MVS
Unicenter CA-JCLCheck Utility	260	MVS
BrightStor CA-1 Tape Management	260	MVS
AllFusion CA-InterTest Batch	260	MVS
AllFusion CA-InterTest for CICS	260	MVS
Unicenter Database Analyzer for DB2 UDB for z/OS	260	MVS
Unicenter Detector for DB2 UDB for z/OS	260	MVS
Unicenter Plan Analyzer for DB2 UDB for z/OS	260	MVS
Unicenter RC/Migrator for DB2 UDB for z/OS	260	MVS
Unicenter RC/Query for DB2 UDB for z/OS	260	MVS
Unicenter RC/Update for DB2 UDB for z/OS	260	MVS
<b>Administrative Services VSE</b>		
BrightStor CA-Dynam /D Disk Management	171	VSE
BrightStor CA-Dynam /T Tape Management	171	VSE
Unicenter CA-Easytrieve Plus Report Generator	171	VSE
BrightStor CA-MASTERCAT VSAM Catalog Management	171	VSE
Unicenter CA-Raps	171	VSE
Unicenter CA-Explore Performance Management for CICS	171	VSE
BrightStor CA-FAVER 2 VSAM Data Protection	171	VSE
<b>Administrative Services VM</b>		
BrightStor CA-Dynam /T Tape Management	171	VM
BrightStor VM:Backup	171	VM
eTrust VM:Secure	171	VM
Unicenter CA-Explore Performance Management	171	VM



**STATE OF NEW HAMPSHIRE**  
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**Richard C. Bailey, Jr.**  
*Chief Information Officer*

**Exhibit A continued**

**Department of Safety VSE**

Advantage CA-Culprit for CA-IDMS	171	VSE
BrightStor CA-Dynam /D Disk Management	171	VSE
BrightStor CA-Dynam /FI File Independence	171	VSE
BrightStor CA-Dynam /T Tape Management	171	VSE
Unicenter CA-FAQS Automated Systems Operation	171	VSE
Unicenter CA-FAQS Production Control System	171	VSE
Advantage CA-ADS for CA-IDMS	171	VSE
Advantage CA-IDMS /DB Database	171	VSE
Advantage CA-IDMS /DB Database Audit Option	171	VSE
Advantage CA-IDMS Database DML Online Option	171	VSE
Advantage CA-IDMS /DC Transaction Server Option	171	VSE
Advantage CA-IDMS Database SQL Option	171	VSE
Advantage CA-ADS Option for APPC	171	VSE
Advantage CA-OLQ Online Query for CA-IDMS	171	VSE
Advantage CA-IDMS Database Performance Monitor Option	171	VSE
Advantage CA-IDMS Database Server Option	171	VSE
Unicenter CA-Explore Performance Management	171	VSE

**Department of Employment Security VSE**

BrightStor CA-Dynam /T Tape Management	171	VSE
Unicenter CA-Easytrieve Plus Report Generator	171	VSE

<b>Product Name</b>	<b>Quantity</b>
Harvest Change Manager	75
AllFusion Erwin Data Modeler	10
Spectrum Fault Tolerant	1
Spectrum Integrity NOC	
Spectrum Remedy AR System	1
Spectrum SpectroWatch Editor for Infinity/Integrity	1
Spectrum Data Manager with Report Gateway for Infinity/Integrity	1
Spectrum Single Concurrent Administrator License	1
Spectrum Configuration Manager for Infinity/Integrity	1
Spectrum Level 1 Customization Toolkit	1



**STATE OF NEW HAMPSHIRE**  
**OFFICE OF INFORMATION TECHNOLOGY**

Office of the Governor

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**Richard C. Bailey, Jr.**  
*Chief Information Officer*

Note: The Unicenter CA\_FAQS Automated Systems Operation and Unicenter CA\_FAQS Production Control System highlighted in Yellow above will be discontinued with the current contract.

The Department of Employment of Employment Security VSE equipment: BrightStor CA-Dynam/T Tape Management and Unicenter CA-Easytrieve Plus Report Generator highlighted in green above will be extended for only one year to June 30, 2009.