



Order Form

CA, Inc. ("CA")

2291 Wood Oak Drive Herndon, Virginia 20171

Effective Date of this Order Form: the later of 6/23/2017 or the date of the last party to sign.	Order Form #: 00024705.0 (When using a Purchase Order, please reference this number thereby incorporating the terms, pricing and governing contract defined herein.)	
Customer Name: TEXAS COMPTROLLER OF PUBLIC ACCOUNTS (which may be referred to as "Customer" or "You" or "Licensee" or "CPA" in the referenced Governing Contract below)	Customer ID No: 53522	
Customer Address: 111 E 17Th St, Austin, TX, US, 78774		
Billing Address: 111 E 17Th St, Austin, TX, US, 78774		
Billing Contact: Accounts Payable Section	Phone: 512-463-4750	E-mail: biaap@cpa.texas.gov
Shipment Address: 111 E 17Th St, Austin, TX, US, 78774		
Shipping Contact: sw.licensing@cpa.texas.gov Licensing Contact: sw.licensing@cpa.texas.gov	Territory: U.S.	
Technical Contact: RUTH DOSS	Phone: 512-936-8512	E-mail: ruth.doss@cpa.texas.gov
Name of Governing Contract: Texas DIR Contract #DIR-TSO-3793 Effective Date: March 23, 2017	For Customer Administrative Purposes Only: PO Required? Yes PO #:	
Applicable supplementary terms: CA Software is licensed pursuant to third party licensors and licensing model definitions located in the Governing Contract. Maintenance is provided pursuant to the CA Support policies located in the Governing Contract.		

Offer Expiration

The pricing and terms offered herein expire unless Customer executes and delivers this document to CA prior to 5 PM EST on the Effective Date, however this provision shall be null and void and have no legal effect if this document is countersigned by CA.

Contract Term

The Term of this Order Form commences on the Effective Date and terminates on August 31, 2020. For the avoidance of doubt, Customer may terminate this Order Form for its convenience by giving CA thirty (30) calendar days written notice; provided, however, that any annual UMF fees previously paid shall not be subject to reimbursement or proration. Following the expiration of this Order Form, Customer may elect to continue using CA Software provided Customer remits payment for the applicable usage and maintenance fees mutually agreed to by the parties, as set forth in a separate order form.

Customer may exercise the one-time option ("Option") to extend the Term with respect to the CA Software and Authorized Use limitations of such software as listed in the CA Mainframe Software Information table herein, for a period of 1 year(s) upon expiration of the Term. Should Customer choose to exercise the Option, Customer shall notify CA in writing no less than thirty days before the end of the Term of its exercise of the Option and pay CA a fee of \$129,283.28, for the one year

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period of September 1, 2020 through August 31, 2021, with such payment due on September 1, 2020. If there is an increase in the Authorized Use during the Term and the Option to extend the Term is exercised, the stated annual renewal fee of \$129,283.28 for products listed in the CA Mainframe Software Information table herein shall be adjusted accordingly.

Payment Profile (USD)

Due Date	License Fee*	UMF Fee For all software listed in the CA Mainframe Software Information Table	Total Fees Due
6/23/2017	0.00	\$161,604.54	\$161,604.54
9/01/2018	0.00	\$129,283.28	\$129,283.28
9/01/2019	0.00	\$129,283.28	\$129,283.28

*The License Fee has been discounted 100%.

CA Mainframe Software Information (USD)

Mainframe CA Software	License Type	Operating System	Authorized Use Limitation	Start Date*	End Date	Ship
CA Output Management Web Viewer Plus	UMF	GA (e.g., Unix System services, Linux)	2 Copy	6/23/2017	8/31/2020	Yes (ESD)
CA Deliver™ Plus	UMF	GA	3200 MIPS	6/23/2017	8/31/2020	Yes (ESD)
CA View for z/OS Plus	UMF	GA	3200 MIPS	6/23/2017	8/31/2020	Yes (ESD)
CA View Extended Retention Option MIPS	UMF	GA	3200 MIPS	6/23/2017	8/31/2020	Yes (ESD)
CA View Tape Viewing Option MIPS	UMF	GA	3200 MIPS	6/23/2017	8/31/2020	Yes (ESD)
CA Spool Option for Metacode Bundle Transformers MIPS	UMF	GA	3200 MIPS	6/23/2017	8/31/2020	Yes (ESD)
CA Spool Print Management Plus	UMF	GA	3200 MIPS	6/23/2017	8/31/2020	Yes (ESD)

*If no date stated, the start date is the Effective Date of the Order Form. The dates set out in the CA Software tables shall in no way be deemed to impact or change the Effective Date of this Order Form.

All amounts are exclusive of taxes. Invoices are due and payable as per the terms of the Governing Contract or thirty (30) days from the date of invoice. Notwithstanding any provision of this Order Form, Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

The CA solution is priced based on MIPS, not users, with the exception of CA Output Management Web Viewer Plus which is priced per server copy.

No hardware upgrade fees will be incurred during the term of this contract, assuming no additional increase in MIPS beyond 3,200.

During the period expiring on 8/31/2020 (8/31/2021 if the Option to extend the Term is exercised), Customer has the option to purchase additional licenses of CA Output Management Web Viewer Plus, for an annual fee of \$9,282.00 per single license copy, for a maximum quantity of three (3) additional licenses. Such fee shall be prorated for the initial period and payable annually thereafter, as applicable. In no event, will the term end date for the additional license(s) exceed the Term of this Order Form.

UMF

Section 2.11 of Appendix D, Exhibit 1 Software Module of the Governing Contract states that a "Subscription" or "UMF" (Usage and Maintenance Fee) license means a license to use CA Software for a specific period of time which shall include Support unless otherwise stated in a Transaction Document.

Mainframe CPU Information

As of the Effective Date of this Order Form, Customer is running the Mainframe CA Software with the Authorized Use Limitation as listed in the table above, on the following CPU(s):

Make	Model	Serial Number	Location
IBM	IBM Z13 N30 2964 504	0200BD1D7	LBJ Data Center, 111 E. 17 th Street, Austin, Texas 78774

Product Deliveries

Any CA Software identified with "NO" under the heading entitled "Ship" above was previously delivered to Customer by CA and therefore will not be delivered to Customer again. CA Software identified with a "YES" will be delivered to Customer following execution of this order. The CA Software shall be delivered either by electronic delivery ("ESD") or if CA requires in tangible media CPT, as defined in INCOTERMS 2010, from CA's shipping point. CA agrees to be responsible for all customs duties and clearances and title to any CA hardware if included will pass upon point of delivery to carrier at CA's shipping location. In the event of electronic delivery, no tangible personal property will be delivered. Such electronic delivery may not automatically provide for an exemption from applicable sales or use tax. Any operating system identified as "Generic", "GA", or "MULTI-PLATFORM" denotes such operating systems for which the CA Software is made generally available by CA in accordance with CA current published specifications.

Supplemental License Grant

For purposes of this Order Form, the following applies:

1. CA acknowledges that Customer is an agency of the State of Texas and Customer's internal business includes any activities consistent with its statutory authority including, but not limited to, the implementation and management of an output management system that is accessed by state agencies and members of the public.
2. The term "Authorized End Users" shall include those Authorized End Users as defined in the Governing Contract as well as any individuals authorized by Customer (e.g., state agencies, Texas state taxpayers, members of the public) to access the CA Software, subject to the terms of the Governing Contract and this Order Form.
3. The use of the CA Software by Authorized End Users shall not constitute hosting, service bureau use, on demand or outsourcing services for the benefit of a third party, renting, selling, leasing, assigning, transferring, sublicensing, time-sharing or similar activity of the CA Software.

4. MIPS capacity ratings are based on Cheryl Watson z/OS 2.1 Multi-Image CPU chart which is based on IBM's LSPRs as of February 2016.
5. As long as the Authorized Use is not exceeded, there is no limitation on the number of environments the CA Software may be installed on the Customer Mainframe so long as the installations are limited to the CPU at the Customer Location above and, as applicable, Customer's Disaster Recovery site.
6. During the Contract Term, should CA change the name of one or more of the listed products, the terms of this Order Form will not be impacted by the name change, nor will Customer incur an upgrade or release charge, if no such fee is charged to all of CA's other customers. For the avoidance of doubt and as stated in Appendix D, Exhibit 1 Software Module of the Governing Contract, CA shall provide to Customer during the Term of this Order Form, CA View Plus Release 14, CA Deliver Plus Release 14, and CA Output Management Web Viewer Plus Release 12, even if rebranded or released under a different name or label.

CA Services Information

CA Services Description	Order Form Attachment	Quantity	Variable	Engagement Type	Fees
CA Output Management Implementation Services	A	1680	Labor Hour	Time & Materials	\$428,503.60
				Billable Expenses	\$40,000.00
				Total Services Fees	\$468,503.60

In addition to the Services fees stated above, Customer is responsible for all travel and out of pocket expenses incurred in the performance of the CA Services herein, per the Governing Contract. The estimated travel expenses are \$40,000.00.

The total cost for CA Output Management Implementation Services shall not exceed FOUR HUNDRED SIXTY-EIGHT THOUSAND, FIVE HUNDRED THREE AND 60/100 DOLLARS (\$468,503.60). Once this limit is reached, CA shall not be able to do further work without an Amendment to the Order Form being executed.

Invoices are due and payable as per the terms of the Governing Contract or thirty (30) days from the date of invoice. In addition to the Services fees listed above, Customer agrees to pay any applicable tariffs, levies, duties or taxes. Notwithstanding any provision of this Order Form, Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

CA shall have the right to increase the Time and Material rates for any Change Request that modifies the scope of Services, or if the Project has not commenced within three (3) months of the Effective Date specified herein, or if project activity is not in accordance with the agreed upon work plan.

CA Services Resource Table

Role	Hourly Rate	Estimated Hours	Estimated Fees
Senior Consultant	\$251.77	1400.00	\$352,478.00
Senior Project Manager	\$271.52	280.00	\$76,025.60
	Total	1680.00	\$428,503.60

Customer will be invoiced for actual hours of work performed, in accordance with the rates above. CA makes no representation or warranty that the Services described in this Order Form will be completed within the estimated hours or estimated fee. CA may distribute the estimated hours among different roles as business requirements dictate, provided the total estimated fee for the engagement, including fees for any executed change requests, are not exceeded. The hours above are only available at the agreed upon rates for the scope of Services set forth herein.

Audit

Within thirty (30) days of CA's written request, Customer agrees to furnish CA, in accordance with Customer's security policies and procedures, included in Attachment B, with such information and access to its facilities and its Affiliates' facilities and records as CA may reasonably request in order to verify its compliance with this Order Form and the Agreement. Such audit shall take place no more than once per twelve (12) month period and only during regular business hours on Customer business days.

Payment: Wiring Information

CA will send Customer an invoice containing the applicable remit to address or updated wire transfer information at least 30 days prior to each respective due date. As of the date of this Order Form, the following wire transfer routing information applies:

Wells Fargo Bank NA, ABA# 121000248, Account Name: CA, Inc. Lockbox Account#: 2000028313816.

Customer Assumptions

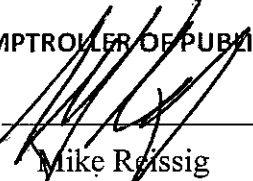
1. Customer assumes that CA will make all reasonable efforts for the software to be available for download two (2) business days following the Effective Date.
2. Customer assumes that CA has only offered software products that are required to make the conversion and migration from ASG ViewDirect to the CA software suite.

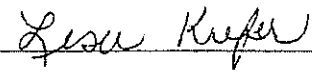
Entire Agreement

This document (including Attachments A and B attached to and incorporated herein by this reference), and any applicable exhibits or referenced Governing Contract and applicable supplementary terms as defined herein, Customer's Price Request No. 304-17-1558TT issued May 5, 2017, Customer's Official Responses to Questions from Potential Respondents dated May 10, 2017, CA's Offer dated May 15, 2017, and the Nondisclosure Agreement signed by Customer and CA on May 22, 2017, constitute the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No term or condition contained in Customer's purchase order, CA's invoice, or similar document will apply unless agreed upon hereunder, even if CA has accepted the order set forth in such purchase order or Customer has remitted payment under such invoice, and all such terms or conditions are otherwise hereby expressly rejected by CA and Customer. No modification or claimed waiver of any provision herein shall be valid except by written amendment signed by authorized representatives of Customer and CA. CPA may issue Purchase Orders and Purchase Order Change Notices for ordering and tracking purposes consistent with this Order Form, provided such Purchase Orders incorporate this Order Form. Pre-printed terms on Purchase Orders shall not apply.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

CA, Inc.

Signature: 

Signature: 

Name: Mike Reissig

Name: Lisa Kiefer

Title: Deputy Comptroller

Title: Principal, Sales Accounting

Date: 6-29-17

Date: 6/22/17

Hershel Becker

Hershel Becker

Chief Procurement Officer

Texas Department of Information Resources

CPA CMD# 17-6331CK

Date: 6/29/2017 | 3:08 PM CDT

DIR SOW ID# CPA-000001

ATTACHMENT A**1. EXECUTIVE SUMMARY**

The CA Output Management Implementation Services are designed to deploy CA Output and Report Management Software Components ("CA Output Management") in Customer's information technology ("IT") mainframe environment to help Customer with output management (the "Solution").

2. SCOPE OF WORK

The following services (the "Services") are in-scope for the CA Output Management standard implementation project described in this document.

1. TABLE OF SERVICES

TABLE OF SERVICES for CA Output Management
Standard Implementation Services install, configure and integrate the selected components of CA Output Management in Customer's information technology ("IT") environment

TABLE OF SERVICES for CA Output Management – Selected Components to be Implemented	Selection
CA View™ for z/OS Plus	Yes
CA Output Management Web View Plus	Yes
EAS	No
ERO	Yes
AFPSS	No
PPS for Xerox	No
VPO	No
VTAM Online Interface (Additional Interface)	Yes
CA Deliver™ Plus	Yes
CA Spool™	No
AFP Transformers	Yes

TABLE OF SERVICES for CA Output Management – Incumbent Software Being Replaced	Selection	
ASG	Mobius / ViewDirect	Yes

2. APPROACH

CA follows a deployment methodology that adheres to industry standard software development process activities (Gather Requirements, Design, Build, Test, and Deploy). This section describes project activities and deliverables. The Approach Methodology Appendix (Appendix AM), attached to and incorporated by reference in this document, elaborates on specific activities specific to the in-scope Services.

Stage	Description	Deliverables/Work Products
Initiate & Setup	Tailor the methodology and project plan to meet customer needs.	Project Management Plan; Project Schedule
Architecture	Consult with stakeholders to confirm expectations and validate requirements. Translate requirements into solution design based on best practices.	Customer Verified Solution requirements and design document
Build	Install, configure and test the solution in development and/or test environment(s).	Solution installed and configured
Test	Perform Quality Assurance Testing, Apply remediations as required, Document test results and Customer Acceptance.	Solution tested, Customer Acceptance complete
Deploy & Adopt	Conduct Knowledge Transfer sessions. Assure Production Readiness and backout procedures. Install, configure and test the solution in the production environment, Data migration. Update or Develop Documentation as required.	Knowledge transfer session(s) completed, backout plan established, Solution deployed in production environment and verified by Customer;
Close	Validate that outcomes meet expectations.	Project Closure complete

3. CA RESPONSIBILITIES

1. CA will perform the project management tasks listed as CA responsibilities in the Project Management Appendix attached hereto as Appendix PM.
2. Configure and perform unit testing of Solution in development environment
3. Assist Customer in Quality Assurance and Acceptance testing
4. Assist Customer in deploying and testing the Solution in the production / planned end-state environment
5. Documentation of the Solution as implemented
6. Knowledge transfer to designated Customer staff
7. High level training needs analysis for end users
8. Comply with Customer's security policies and procedures included in Attachment B

4. CUSTOMER RESPONSIBILITIES

1. Install required software solution in accordance with Customer's procedures for installation of operating system level software components and as described in the CA product documentation prior to CA personnel arriving onsite
2. Overall management and adoption of the Solution implementation into Customer's organization
3. Execute Quality Assurance / Acceptance testing
4. Create and execute Customer's internal communications plan
5. Deploy and test Solution in production / planned end-state environment
6. All project management tasks set forth in the Project Management Appendix as Customer responsibilities
7. Designate a single point of contact (SPOC) as the Customer Project Manager to make decisions regarding the operation of CA services and associated software. SPOC will facilitate timely turnaround for issue resolution, review and acceptance of the findings, if applicable, to allow progression to next stage without Project delay.
8. Provide timely systems and security support, as required and where appropriate:
 - a. Logon IDs and Remote Access to be established and tested prior to commencement of project
 - b. Security considerations to be met prior to commencement of project
 - a. If on-site work is required: facilities access, work areas, and ID badges to be set up as soon as possible in accordance with Customer's security policies and procedures included in Attachment B.

- b. Appropriate or 'administration' level of access required specific to project related software
 - c. Read access to all appropriate files
9. Customer will make their personnel available to
- a. Answer questions and provide access necessary for CA to accomplish set tasks
 - b. Provide all documentation necessary for CA to accomplish set tasks
 - c. Participate in meetings or knowledge transfer sessions
10. Provide CA with naming standards for the appropriate datasets

5. CHANGE MANAGEMENT

1. Specific scoping criteria has been identified throughout this document including, but not limited to, that found in the following sections:
- SCOPE of WORK
 - ASSUMPTIONS
 - OUT OF SCOPE
 - Customer's Official Responses to Questions from Potential Respondents dated May 10, 2017.

Such scoping criteria identifies factors used to determine the project schedule, effort and fees. Amendments to the criteria / assumptions may have a material impact upon cost, effort, or duration, and consequently may require a Change Request to alter the period of performance, outcomes or fees.

- a. Generally, at the completion of the Solution Requirements Definition 'Architecture' Stage, updates to the criteria that determine scope, duration and effort will be identified and raised for review.
2. After execution of the Order Form, any changes, modifications or additions to the Services scope, Assumptions (defined below), Responsibilities, fees and any other details of the Services (the "Change") will be administered through the change control procedure below.
- a. A member of CA will complete a "Change Request" form which will describe in reasonable detail CA's understanding of the Change, the impact of the Change on the current Services, and the estimated resources and time and additional charges, if applicable, required to implement the Change.
 - b. CA will submit the form to the Customer for review and approval.
 - c. A Change Request must be signed by authorized representatives from both parties to be effective. Until a Change Request is agreed to in writing by authorized representatives from both parties, both parties will continue to act in accordance with the terms of this Order Form. The Deputy Comptroller is the authorized representative for Customer for any Change Request which results in a cost increase above the Not-To-Exceed Charges set forth in this Order Form or an Amendment to this Order Form.
 - d. Estimates provided to the Customer will remain valid for a period of ten (10) business days from the date of submission.
 - e. If the Customer does not approve the Change estimate in writing within the ten (10) business days, and CA has not extended the approval period in writing, the Change estimate will automatically expire.
 - f. No additional charges will be incurred unless a mutually agreed upon Amendment to this Order Form or a new Order Form is executed by the parties.

6. ASSUMPTIONS

1. CA Output Management will be installed in one (1) data center.
- a. And one Disaster Recovery site for testing purposes only.
2. All required software licenses are in place.

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3. All systems will have the required hardware and operating systems installed, licensed, and patched to proper and current internal security levels by Customer.
4. Customer's network will be available at the time of any installation activities.
5. Any development environment will remain in place for the duration of the implementation to serve as a 'sandbox' to test software packages or for other pre-production testing.
6. The parties will ensure that all change management requests and approvals are completed in a timely manner.
7. In accordance with Customer's security policies and procedures included in Attachment B. CA personnel, working either at Customer's site or remotely to perform the tasks identified as CA responsibilities, will be set up with all appropriate security privileges and direct, hands-on access to Customer's environment and all relevant Customer systems in a timely manner in order to perform Solution installation, configuration and testing.
8. All onsite work will be performed at one (1) Customer location. Work necessitating access to other Customer physical locations will be performed from the central site or remotely unless otherwise agreed to in writing. In such case, Customer personnel on site will assist with interaction with other site personnel.
9. Services will be provided during standard work week hours as commonly accepted in the specific country. However, CA and Customer recognize that on occasion, work activities may require scheduling of Services outside standard weekday hours. Services required outside a standard work week will be mutually agreed to in advance by CA and Customer and do not constitute a Change Request.
10. CA has the right to utilize independent contractors to support the delivery of the Services unless otherwise expressly agreed by the parties in writing. CA must provide written notice to Customer prior to utilization of subcontractors for the project. Independent contractors will be required to sign Non-Disclosure Agreements that meet Customer requirements. For the avoidance of doubt, Customer may not agree for CA to use a subcontractor that is not authorized by the Governing Contract.
11. Work will be performed remotely whenever possible.
 - a. On-site work not to exceed twenty percent (20%) of entire project duration
 - i. Target project completion date on or before September 30, 2017, subject to Customer's compliance with all items in the Customer Responsibilities section of this Order Form.
 - ii. The parties will use, to the extent practical, WebEx, Jabber, email, phone, etc.
12. Special Considerations, Clarifications, and Assumed Conditions:
 - a. Conversions currently include four (4) ASG Mobius environments
 - i. Two (2) Production and two (2) Test environments are in scope
 - ii. Test environments will be converted directly and not cloned from Production
 1. Cloning or eliminating Test conversions would significantly reduce level of effort
 - b. ViewDirect ABS is not in use.
 - i. analysis, conversion, assistance, clean-up or other activities are out of scope.
 - c. Exit conversion or adaptation is out of scope
 - i. ViewDirect Exits – no analysis, conversion, assistance, clean-up or other activities.
 - ii. CA Product Exits – no development, coding, assistance, implementation or other activities.
 - d. VPS/DRS printing will be simple functioning
 - i. Customer will be responsible for any VPS/DRS changes to make printing functional
 1. VPS/DRS modifications are not in scope for this effort.
 2. CA will review CA View VPO option – similar functionality.
 - ii. CA-View will not print directly to VTAM printers.
 1. Even if ViewDirect is printing directly to the printers, it is not a requirement.
 - iii. There is a requirement that users can print reports
 1. but they could be routed to VPS or any other means as long as they print.
 - iv. There is printing taking place.
 1. Both to Xerox printers and local printers are using VPS from LRS.
 - e. Up to Sixty (60) hours may be spent on Documentation and Knowledge Transfer
 - i. Up to ten (10) hours for structured Knowledge Transfer materials preparation.
 - ii. Including structured Knowledge Transfer sessions as follows:

1. Four (4) two hour WebEx sessions for end users on Product Review
2. One (1) two hour session for Administrators
- iii. Regarding AFP Transformers
 1. Use of transformers does not require nor include LRS to Spool conversion effort
 2. Customer installation; no Services configuration required
13. CA will target providing an initial project plan to Customer no later than five (5) business days following the Effective Date (to include WBS, tasks, deliverables, and resources).
14. CA to perform project plan reviews each week with Customer project manager to include:
 - a. Tasks completed
 - b. Tasks being worked
 - c. Deliverables review
 - d. Hours expended
 - e. Hours remaining, and
 - f. Issues/concerns/risks.
15. CA will target presenting a governance structure to Customer (to include org chart, escalation paths, change management process) no later than five (5) business days following the Effective Date.
16. CA will work to identify cost reduction strategies for conversion (Example could be Customer staff assisting with conversion).
17. CA Project Manager will be responsible for the management of issues throughout the implementation. CA Project Manager working with the Customer Project Manager will escalate issues as appropriate to help drive to resolution.
18. Customer will notify CA when installation of new software is completed. Customer estimates installation completion within five (5) calendar days following the availability of the software for download.
19. Customer assumes that CA has received adequate information about Customer's environment prior to execution of this Order Form to allow CA to successfully target completion of this project within the labor hours specified in this Order Form.

7. OUT OF SCOPE

1. Any third-party product installation, the installation of third-party product interfaces, exit coding or interfaces to Customer systems and applications.
2. Implementation on non-supported platforms.
3. Customizations, including, without limitation, customization of system agents, equipment or operating software.
4. Modification or translation of product languages.
5. Loading or configuring of non-CA software, including operating systems, databases or scripting languages necessary to complete the Services.
6. Unless expressly specified in this document:
 - i. Implementation of failover, high availability, and/or disaster recovery
 - ii. Modification of reports, on-line screens, or documentation
 - iii. Configuration and/or implementation of workflows and business processes
 - iv. Configuration and/or implementation of feeds
 - v. Configuration of event monitoring systems

8. EFFORT BY ROLE

Role	Estimated Hours
Senior Consultant	1400
Senior Project Manager	280

APPENDIX PM

PROJECT MANAGEMENT APPENDIX

Level 5 Project Management Matrix	CA	Customer
Project Setup and Initiation		
Conduct kick-off conference call with key stakeholders	✓	
Develop high-level project schedule	✓	
Develop Project Management Plan	✓	
Conduct kick-off meeting with select members of project team	✓	
Scope Management		
Ensure that all work is within scope of contract	✓	
Document changes to scope and execute change control process	✓	
Maintain list and status of project deliverables	✓	
Maintain Work Breakdown Structure (WBS)	✓	
Schedule Management		
Create and maintain schedule and status of deliverables	✓	
Maintain schedule as need arises	✓	
Assign resources to project schedule	✓	
Manage customer resources in schedule	✓	
Financial Management		
Track actual hours and expenses	✓	
Report project expenditures vs. budget	✓	
Review invoices for accuracy	✓	
Quality Management		
Define and execute formal deliverable review process	✓	
Establish customer's project readiness	✓	
Document requirements for operational readiness and incorporate into schedule	✓	
Facilitate deliverable review meetings	✓	
Risk and Issue Management		
Track and manage product risks and issues	✓	
Track and manage technical project risks and issues	✓	
Track and manage project risks and issues	✓	
Resource Management		
Identify and assign properly qualified CA resources	✓	
Determine and document customer resources required for project	✓	
Integrate customer resources into the project schedule	✓	
Communications Management		
Weekly status report	✓	
Weekly status meeting	✓	
Facilitate requirements gathering meetings	✓	
Facilitate design meetings	✓	
Facilitate meetings for major project decisions	✓	
Periodic stakeholder meeting	✓	
Executive briefing	✓	
Project Closure		
Obtain customer signoff upon project completion	✓	
Project closure conference call	✓	
Formal project closure meeting	✓	

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APPENDIX AM
APPROACH METHODOLOGY APPENDIX

CA follows a deployment methodology that adheres to industry standard software development process. This section describes the project phases common to the Standard Implementation. The CA project manager will work with the customer to adjust the approach as necessary.

Stage 1 – Setup and Initiation

- a. Develop a Project Management Plan
 - i. Procedures to be employed for the ongoing management of the Project
 - ii. Communication plan to address the protocol for generating and submitting status reports and conducting status meetings
- b. Develop the Project schedule and Assign Tasks
- c. Plan and conduct a kick-off meeting
 - i. Introduce the CA and Customer team members and key stakeholders
 - ii. Communicate the Project scope and requirements
 - iii. Review the Project Management Plan and Project schedule

Stage 2 –Architecture

- a. Establish Requirements:
 - i. Review Current documentation and infrastructure
 - a. Identify Customer-specific configurations, environment considerations or other requirements that impact the implementation
 - b. Review integration requirements
 - ii. Interview staff regarding current systems infrastructure components and architecture:
 - a. Current solutions deployment and capabilities
 - b. Current user experience with the existing implementation
 - c. Solution technical requirements
 - d. Solution test requirements
 - iii. Develop Requirements
- b. Develop Design:
 - i. Develop Solution Implementation Design:
 - a. Solution Architecture
 - i. Defines Solution components
 - ii. Component interface specifications
 - b. Conversion plan
 - c. Validation Approach
 - i. Use Cases
 - d. Solution Phasing / Production Cutover Plan
 - i. Implementation requirements
 - ii. Sequence of phases to roll out the Solution
- c. Develop the Solution Design Document
- d. Reconcile any alterations to Scope of Project discovered during Architecture phase

Stage 3 – Build and Unit Test

- a. Prepare environment per CUSTOMER production architecture:
 - i. Verify hardware is accessible and operational as required.
 - ii. Verify software is accessible, operational and patched to Project requirements and that licenses are valid.

b. Configure Solution as per Design

a. Perform:

- i. Report Definitions
- ii. Report Indices
- iii. Print Bundle Definitions
- iv. Job Definitions
- v. ERO Table Creation
- vi. Banner Page Setup
- vii. Assist Security Enablement

c. Execute conversion tasks

d. Configure and test integrations

Stage 4 – Quality Assurance and Testing

- a. Review Solution test plan and update as applicable.
- b. Customer will perform use case tests as defined in the Solution test plan and review results
- c. CA will work with the Customer to refine component configurations for test results which do not materially reflect the agreed upon outcome and the Customer will re-execute the test cases
- d. Customer will document test results

Stage 5 – Deploy and Adopt

- a. Knowledge Transfer session(s)
 - i. Knowledge transfer may cover topics including, but not limited to viewing fully composed Xerox documents via Spool transformers
- b. Conduct Go/No-Go meeting to review and confirm:
 - i. Verify or Develop Backout strategy
 - ii. CA and Customer responsibilities related to production deployment
 - iii. Readiness of production environment
- c. Deploy CA Solution into production:
 - i. Perform configuration migrations as per scope of project
 - ii. Production cut-overs,
 - cut-overs will be big bang (1 for each system)
- d. Develop or Update user documentation where applicable

Stage 6 – Closure

- a. Conduct technical wrap-up session to:
 - i. Provide final Project documentation (the "Solution Documents") to Customer
 - ii. Review proposed next steps/phases

ATTACHMENT B**NEGOTIATED TERMS AND ACCEPTED EXCEPTIONS TO CPA PR NO. 304-17-1558TT**

The negotiated terms and accepted exceptions to CPA PR No. 304-17-1558TT are as follows:

1. Part 4.3.D (Accessibility Compliance) in Section A of CPA's PR is deleted in its entirety and replaced with the following:

- D. Accessibility Compliance

In the event that the Solution does not meet or exceed the applicable statutorily-required accessibility standards for the State of Texas, Successful Respondent shall provide technical support and system documentation necessary to enable CPA to comply with the State of Texas reporting requirements outlined in 1 Texas Administrative Code Chapter 206 and 1 Texas Administrative Code Chapter 213. Such assistance includes, but is not limited to, Successful Respondent providing a Voluntary Product Accessibility Template (VPAT), or report in substantially the same format. Successful Respondent shall respond to all written inquiries from CPA regarding the system's compliance with requisite accessibility standards within five (5) business days of receiving such request.

2. Part 4.5.B (License Grant) in Section A of CPA's PR is deleted in its entirety.
3. Part 4.5.C (License Software Documentation) in Section A of CPA's PR is deleted in its entirety.
4. Part 5 (Security Breach Notification) in Section A of CPA's PR is deleted in its entirety and replaced with the following:

5. Security Incident Notification

Successful Respondent shall, unless prohibited by law or law enforcement, provide notice to CPA's Information Security Officer without undue delay after Successful Respondent's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of confidential CPA information ("Security Incident"); provided, however, that Successful Respondent is not required to report to CPA the incidental unauthorized exposure of confidential CPA information to individuals employed by Successful Respondent who are subject to a nondisclosure agreement that is at least as stringent as the nondisclosure agreement between CPA and Successful Respondent. During the initial notification of a Security Incident, Successful Respondent shall provide a verbal report to CPA's Information Security Officer detailing the circumstances of the incident, which includes at a minimum, if available:

- a. A description of the nature of the Security Incident;
 - b. The type of CPA information involved;
 - c. Who may have obtained the CPA information;
 - d. What steps Successful Respondent has taken or will take to investigate the Security Incident;
 - e. What steps Successful Respondent has taken or will take to mitigate any negative effect of the Security Incident; and
 - f. A point of contact for additional information.

Upon request from CPA, each day thereafter until the investigation is complete, Successful Respondent shall provide CPA's Information Security Officer with a written report via email to iso.security.compliance.team@cpa.texas.gov (or on the ca.com support site if the Security Incident affects a large number of customers) regarding the status of the investigation and the following additional information as it becomes available:

- a. Who is known or suspected to have gained unauthorized access to the CPA information;

- b. Whether there is any knowledge if the CPA information has been abused or compromised;
- c. What additional steps Successful Respondent has taken or will take to investigate the Security Incident;
- d. What steps Successful Respondent has taken or will take to mitigate any negative effect of the Security Incident; and
- e. What corrective action Successful Respondent has taken or will take to prevent future similar unauthorized use or disclosure.

Successful Respondent shall confer with CPA's Information Security Officer regarding the proper course of the investigation, risk mitigation, and public announcements or other notification(s). CPA reserves the right to conduct an independent investigation of any Security Incident, and should CPA choose to do so, Successful Respondent shall cooperate fully by making resources, personnel, and systems access available to CPA and CPA's authorized representative(s); subject to reasonable confidentiality and security restrictions. To the extent the Security Incident results from a breach of the contract by Successful Respondent or a failure of Successful Respondent to use measures to adequately protect CPA information, Successful Respondent, at its own cost, shall cooperate with CPA to provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If the law requires that such notice must be provided by Successful Respondent, then Successful Respondent shall provide such notice and CPA will provide to Successful Respondent all relevant information (including names and addresses in a format easily usable for notices) about the individuals to enable Successful Respondent to provide such notices. In the event Successful Respondent's notice fails to satisfy the requirements of applicable law, then CPA, in its sole discretion, may elect to send its own separate notice, and all costs associated with preparing and providing notice shall be reimbursed to CPA by Successful Respondent. If Successful Respondent does not reimburse such costs within thirty (30) days of CPA's written request, then CPA shall have the right to collect such costs.

5. Part 6 (Criminal Conviction Certification) in Section A of CPA's PR is deleted in its entirety and replaced with the following:

6. Criminal Background Investigation

- a. Criminal Background Investigation by Successful Respondent. Prior to an Assigned Personnel commencing Services under the contract resulting from this PR, Successful Respondent shall conduct a criminal background investigation and provide written notice via email to CPA's Criminal Investigation Division of any Assigned Personnel that have any felony criminal conviction(s). If any information for the Assigned Personnel changes during the contract term, Successful Respondent shall provide written notice via email to CPA's Criminal Investigation Division no later than three (3) business days after Successful Respondent's discovery of such changed information that relates to felony criminal conviction(s). Written notice to CPA's Criminal Investigation Division shall be submitted to cid.analysts@cpa.texas.gov.

Successful Respondent's exercise of due diligence in conducting the criminal background investigation shall include, at a minimum, the following: (1) compliance with Successful Respondent's published policies and procedures for background and criminal conviction checks and (2) a comprehensive search of the public information portion of Texas Department of Public Safety criminal conviction database located at: <https://records.txdps.state.tx.us/dpswebsite/>. If Successful Respondent asserts that a search of the Texas Department of Public Safety criminal conviction database is not appropriate for a particular Assigned Personnel, Successful Respondent must provide written notice to CPA's Criminal Investigation Division that explains the proposed alternate approach for conducting the criminal background investigation.

For purposes of this clause, "Assigned Personnel" includes, without limitation, all individuals provided by Successful Respondent under the contract resulting from this PR who will or may (1) be assigned as

lead or key personnel, (2) provide Services on-site at CPA's premises, or (3) access CPA information resources *i.e.*, the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.

Within five (5) business days of receipt of a written request by CPA's Criminal Investigation Division, Successful Respondent shall provide to CPA's Criminal Investigation Division the written results of Successful Respondent's criminal background investigation. If CPA becomes aware that Successful Respondent provided false information, or if Successful Respondent fails to promptly notify CPA of changed information, Successful Respondent shall be in breach of contract and CPA shall have the option to terminate the contract without further obligation to Successful Respondent as well as pursue all other remedies and rights available to CPA under contract, at law, or in equity.

- b. Criminal Background Investigation by CPA. At CPA's discretion, CPA may require Successful Respondent's personnel (*i.e.*, employees, representatives, and contractors) to undergo a criminal background check conducted at CPA's expense. Successful Respondent shall ensure that Successful Respondent's personnel cooperate with CPA's criminal background check processes which may include local travel to a CPA-specified site to be fingerprinted. CPA will not reimburse for travel, meals, lodging or other related expenses associated with CPA's criminal background investigation.

6. Part 7 (Warranty of Performance) in Section A of CPA's PR is deleted in its entirety.
7. Part 11 (Additions and Deletions) in Section A of CPA's PR is deleted in its entirety.
8. Section D (Nondisclosure Agreement) of CPA's PR is deleted in its entirety and replaced with the Nondisclosure Agreement executed by CPA and CA on May 22, 2017.
9. If communications with Successful Respondent necessitate the release of confidential CPA information, the Confidential Treatment of Information Acknowledgement (CTIA) form must be signed by each individual who will require access to or may be exposed to that information.

