



Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Between:

Northrop Grumman Information Technology, Inc.
Eighth and Main Building
707 E Main St
Richmond, Virginia 23219

and

The Commonwealth of Virginia
110 South Seventh Street
Richmond, Virginia, 23219

Contract Number	VA-051114-NG
Change Control Number	16
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	Sections 3.10 (Security Management Services), 4.1 (General), 4.2 (Office Building Use by Commonwealth), 14.11 (Leases on Termination and Expiration; Assumption of Resolution Fees), 15.4.6 (Transfer of Assets), and 15.4.7 (Transfer of Leases, Licenses, and Contracts)
Description of Approved Contract Change – Provide a brief description of contract change	Change name of Richmond Enterprise Solution Center (“RESC”) to Commonwealth Enterprise Solution Center (“CESC”)

In accordance with Section 27.5 Amendments, and pursuant to the mutual agreement of the parties, this AGREEMENT is modified as follows:

Section 3.10 of the CIA is hereby modified as follows:

3.10 Security Management Services

Vendor shall provide appropriate and comprehensive security Services, as further described in Appendix 2 to Schedule 3.3, using industry best practices and methods, commercially available technology, to at all times ensure the security, integrity, and confidentiality of the Systems and Commonwealth Data, and to protect against unauthorized access to, use of, or intrusion into, the Systems and unauthorized disclosure of the Commonwealth Data. Without limiting anything set forth in the Statements of Work, such Services shall include, in accordance with Section 13, providing a centralized Vendor security organization or group that is responsible for all aspects of such security Services, routinely performing all necessary and appropriate security assessments and evaluations, developing and implementing a security plan (subject to the reasonable written approval of the Commonwealth) that conforms in all respects to the requirements of all applicable federal, state and local laws, regulations, and ordinances relating to security, privacy, or confidentiality, ensuring compliance with Commonwealth and VITA security policies and procedures provided or made available to Vendor, performing all necessary and appropriate security related audits and reports, and promptly providing VITA with a full and complete copy of each such report. Vendor shall also (A) provide physical security for the new Commonwealth Enterprise Solution Center and the Southwest Enterprise Solution Center and any other Vendor owned and leased buildings and facilities, (B) manage physical security, in support of the delivery of the Services, of Locations that are managed by VITA as of the Services Commencement Date, (C) provide IT security awareness training programs for all Vendor Personnel and, as requested by the Commonwealth, for the Commonwealth personnel, and (D) provide operational support of security processes for the Systems. Specific security related issues that shall be appropriately addressed by Vendor in providing the Services include, in accordance with Section 13: (i) physical security of the new Commonwealth Enterprise Solution Center and the Southwest Enterprise Solution Center and any other Vendor owned and leased buildings and facilities, including security guards, physical barriers to entry, and appropriate hardening of facilities; (ii) administering, auditing, and maintaining appropriate physical and logical access controls (with multiple, redundant layers) at all points of ingress or egress to the Locations and the Systems, including firewalls, intrusion monitors (including network based detection), appropriate compartmentalization, encryption (128 bit or higher) of sensitive or confidential transmissions, and methods to ensure secure wireless and remote access; (iii) installation and implementation of tools to appropriately protect the Systems from viruses and other Disabling Devices (in accordance with Section 3.15), denial of service attacks, malicious email attachments, and other security threats; (iv) prohibiting and disabling the use of activities that involve a high security risk, including chatting and scripting; and (v) implementing and enforcing appropriate and thorough policies and procedures to ensure the ongoing security of the Locations and the Systems, including policies that address proper systems configuration management, appropriate use of filtering and monitoring tools (and proper analysis of the output of such tools), and maintaining appropriate backups and procedures for handling incidents that may arise or security breaches that may occur.

Section 4 of the CIA is hereby modified as follows:

4. DATA CENTERS

4.1 General

Vendor shall ensure that the data centers that shall serve as Locations for the performance of Services hereunder shall comply with all of the requirements set forth in Schedule 0 hereto. Without limiting the foregoing, Vendor hereby agrees that the primary data center (the "Commonwealth Enterprise Solution Center") shall be located in metropolitan Richmond, Virginia, and that the secondary or backup data center (the "Southwest Enterprise Solution Center") shall be located within the Commonwealth at least one hundred (100) miles from the Commonwealth Enterprise Solution Center. Vendor shall obtain the Commonwealth's prior written approval of the location of each data center and any changes of such locations. Vendor shall take all necessary action to ensure that the Commonwealth (or its designee) may continue to use the data centers after the Term if the Commonwealth so elects as part of Disentanglement, including the option to purchase the Commonwealth Enterprise Solution Center or enter into a sublease with Vendor for the Commonwealth Enterprise Solution Center in accordance with Sections 0 and 0. Vendor also shall ensure that any sublease that the Commonwealth enters into with Vendor as part of Disentanglement shall comply with the lease prohibition requirements of Schedule 0A.

4.2 Office Building Use by Commonwealth

The Commonwealth shall be authorized, as licensee, to use that portion of the Commonwealth Enterprise Solution Center that the Parties have designated as VITA office space ("VITA Office Space") for a data center and general office use and for no other purpose. Such use shall be 24 hours a day, for all authorized Commonwealth personnel, to include access to, ingress to and egress from the Commonwealth Enterprise Solution Center, restroom facilities, stairways and elevators, and parking areas. Commonwealth shall also have reasonable access to break-rooms and shared conference rooms in other areas of the Commonwealth Enterprise Solution Center.

Vendor shall cause others to or shall itself (i) keep the plumbing, HVAC and other mechanical and electrical devices in good order and provide for replacement of light bulbs and interior janitorial and cleaning service, (ii) be responsible for the cost of all repairs to the VITA Office Space, except repairs necessitated by the negligence or willful act of the Commonwealth or its employees, (iii) provide all expenses for utilities, including power, water, sanitation, CATV and telecommunications equipment, and (iv) be responsible for energy management, recycling, key & lock administration, safety management, emergency reaction plans and procedures, PA systems, and VITA employee IMACs, including telephone and PC moves/changes. Vendor shall further make available in the VITA Office Space such like-kind furnishings, including furniture and workstations, for all authorized Commonwealth personnel, as it similarly makes available to its employees and Managed Employees in the other areas of the Commonwealth Enterprise Solution Center.

After the Commonwealth has inspected the VITA space on or before occupancy, and accept "as is," the Commonwealth (i) shall not make any repairs, improvements or alterations to the VITA Office Space without the written consent of Vendor,

(ii) if requested in writing by Vendor, shall provide a list of VITA employees with access to the Commonwealth Enterprise Solution Center who are regularly assigned to the Commonwealth Enterprise Solution Center, (iii) shall not assign its rights without prior written consent of the Vendor; and (iv) shall maintain liability coverage for VITA, its officials and employees, as required by §§ 2.2-1386 and 2.2-1837 of the Code of Virginia and the Commonwealth of Virginia Risk Management Plan approved by the Governor .

Subject to Section 24.2, the Parties agree that if this Agreement is terminated by Vendor pursuant to Section 14.5.2, Vendor shall be permitted to retake possession of the VITA Office Space after the Termination Date and completion of any Disentanglement pursuant to Section 15. The Parties agree that upon the termination of this Agreement, all improvements and alterations made by the Commonwealth to the VITA Office Space shall be the property of the Vendor.

Section 14.11 of the CIA is hereby modified as follows:

14.11 Leases on Termination and Expiration; Assumption of Resolution Fees

Except as otherwise set forth in this Section 14.11, upon early termination of this Agreement by the Commonwealth, and in addition to the payment of unpaid transition costs specified in Attachment 10.1.11 (Resolution Fees) to Schedule 10.1, Vendor and the Commonwealth shall enter into a sublease and a lease (together, the "Leases"), in form and substance acceptable to the parties, pursuant to which (i) Vendor shall sublet to the Commonwealth, and the Commonwealth shall sublet from Vendor, that portion of Vendor's real estate lease applicable to the portion of the Commonwealth Enterprise Solution Center occupied by the Commonwealth and/or used to perform the Services at such time for a period equal to the remainder of the Term, (ii) the Commonwealth shall assume responsibilities for all utilities and operating expenses for such portion of the Commonwealth Enterprise Solution Center during such period, and (iii) Vendor shall lease to the Commonwealth, and the Commonwealth shall lease from Vendor, the assets utilized by Vendor in or for the provision of Services or the operation, support, or maintenance of the Systems at such time for the period set forth in Attachment 10.1.11 to Schedule 10.1 (the payment obligations therefore collectively referred to herein as the "Resolution Fees," which amounts shall be no more than the sum of the Infrastructure Lease Costs plus Facility Occupancy Costs as specified in Attachment 10.1.11 in Schedule 10.1). Vendor acknowledges and agrees that any Resolution Fees incurred by the Commonwealth pursuant to this Section 14.11 shall be subject to appropriation by the Virginia General Assembly and that any Leases shall contain provisions permitting the Commonwealth to terminate such leases and loans in the event that the necessary funds are not appropriated, allocated or available for the continuation of such leases or loans, without requiring the Commonwealth to pay any exit fees or other penalties in connection with such termination. In lieu of executing the Lease referred to in clause (ii) above, the Commonwealth may, at its sole option, pay the Infrastructure Lease Early Buyout Costs as specified in Attachment 10.1.11 to Schedule 10.1. For avoidance of doubt, upon the natural expiration of this Agreement, clause (iii) above shall still apply, but the Commonwealth may at its sole option elect to enter into the Lease described in clause (i) above for a period set forth in Attachment 10.1.11 in Schedule 10.1.

Section 15.4.6 of the CIA is hereby modified as follows:

15.4.6 Transfer of Assets

(a) End of Term. Effective as of the expiration of the Term, provided that the Commonwealth has satisfied its payment obligations hereunder, Vendor shall convey to the Commonwealth, at no additional charge, all ownership, title and interest in all tangible assets used by Vendor in or for the provision of Services or the operation, support, or maintenance of the Systems, that are no longer the subject of or encumbered by a lease or loan obligation of Vendor. The Commonwealth shall have the option to purchase the Commonwealth Enterprise Solution Center on the Expiration Date, whereby such date is defined in Section 14.1.1(i).

(b) Upon Termination. In the event the Commonwealth is not otherwise already obtaining such assets pursuant to Section 14.11, effective as of the Termination Date, Vendor shall convey to the Commonwealth (or its designee) such assets as the Commonwealth may, in its sole discretion, select from among those tangible assets then held and used by Vendor in or for the provision of Services or the operation, support, or maintenance of the Systems, excluding those assets expressly agreed upon by the Parties in writing from time to time as Shared Resources, at a price consisting of Vendor's direct and indirect cost (as defined in Schedule 10.1) of such asset at such time plus a markup pursuant to Schedule 10.1. After the Expiration Date, Vendor shall promptly remove from the Commonwealth's premises any Vendor owned assets that the Commonwealth did not select for purchasing.

Section 15.4.7 of the CIA is hereby modified as follows:

15.4.7 Transfer of Leases, Licenses, and Contracts

Effective as of the Expiration Date, Vendor, at the Commonwealth's expense, shall convey or assign to the Commonwealth (or its designee) such leases (in the event that the Commonwealth is not otherwise already assuming such leases pursuant to Section 0), licenses, and other contracts as the Commonwealth may, in its sole discretion, select from among those associated with the use of properties (excluding any property lease associated with the Southwest Enterprise Solution Center building), equipment, Software, or other goods or services by Vendor or any other Person to facilitate or enable the performance of the Services or the use, operation, support, or maintenance of the Systems. Notwithstanding anything to the contrary in this Section 0 or elsewhere in this Agreement, Vendor shall be responsible for the satisfaction and performance of all obligations (including all financial obligations) under any such leases, licenses, and other contracts that may be assigned or conveyed to the Commonwealth (or its designee) pursuant to this Section 0 with respect to periods prior to the date of any such conveyance or assignment. Upon (i) expiration of the Term, or (ii) termination of the Agreement (in the event that the Commonwealth is not otherwise already assuming such lease pursuant to Section 0), the Commonwealth may, in its sole discretion, sublease from Vendor that portion of the Commonwealth Enterprise Solution Center occupied by the Commonwealth and/or used to perform the Services at such time for

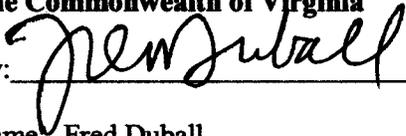
the balance of Vendor's lease for such facility at an annual fee no greater than the Year 10 lease charge set forth in Schedule 10.1.

All terms, conditions and provisions of the original Agreement, remain unchanged except as specifically noted herein.

The parties have executed this Agreement on the dates indicated below.

Executed by:

The Commonwealth of Virginia

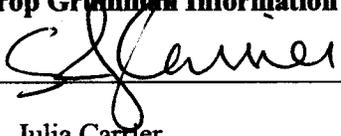
By: 

Name: Fred Duball

Title: SMO Director

Date: 7/2/2006

Northrop Grumman Information Technologies, Inc.

By: 

Name: Julia Carrier

Title: Contracts Manager

Date: 6/30/06