



Amendment Approval Form

Contract Between:

Northrop Grumman Systems Corporation
7575 Colshire Drive
McLean, VA 22102-7508

and

The Commonwealth of Virginia
11751 Meadowville Lane
Chester, VA 23836

Contract Number	VA-051114-NG
Amendment Number	105
Description of Contract Change – Provide a brief description of contract change	Adds Tier 3 Storage Service.
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	<ul style="list-style-type: none">• Appendix 13 to Schedule 3.3 (Other Services SOW)• Addendum 1 to Appendix 13 to Schedule 3.3 (Other Services Technical Approach)• Schedule 10.1 (Fees)

This is Amendment No. 105 to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor originally dated as of November 14, 2005 and as subsequently amended (hereinafter, "Amendment No. 105"). The Commonwealth and Vendor have agreed to modify the Comprehensive Infrastructure Agreement as set forth below. Except as expressly modified in Amendment No. 105, the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms used but not defined in Amendment No. 105 shall have the meanings assigned to them in the Agreement. Amendment No. 105 will be effective 120 days after the date this Amendment is executed by VITA.

- In Appendix 13 to Schedule 3.3 (Other Services SOW), a new section is added as follows.

"Statement of Work for Tier 3 Storage Service

Vendor will provide near-line storage for data residing at CESC in accordance with the technical approach ("Tier 3 Storage"). Tier 3 Storage is for event driven, rarely accessed data, and is not designed to support latency-sensitive applications such as online transaction processing. For example, typical performance characteristics for Tier 3 Storage are: (i) the elapsed time between when an operation (file read or file write) is requested and when the operation begins to execute is ten seconds on average and (ii) the maximum expected peak throughput is up to 50 MB per second with actual throughput dependent on client connectivity.

An Eligible Customer must request Tier 3 Storage through the Work Request process on a per gigabyte basis. Tier 3 Storage includes hardware, support, and maintenance for such storage, but does not include any upgrades, except for patches and other updates provided by the storage supplier to Vendor at no additional charge. An Eligible Customer must request data migration through the Work Request process and migration will be priced separately in accordance with the Agreement. The table below identifies the roles and responsibilities that Vendor and VITA will perform with respect to Tier 3 Storage.

Tier 3 Storage Service Roles and Responsibilities

Tier 3 Storage Roles and Responsibilities	Vendor	VITA
1. Provide detailed requirements for Tier 3 Storage and request additional storage through the Work Request process.		X
2. Allocate Tier 3 Storage and additional storage as requested through the Work Request process.	X	
3. Perform on-going monitoring, support, and maintenance for Tier 3 Storage, as required.	X	
4. Review data usage requirements for Tier 3 Storage to establish policies for migration.	X	
5. Approve policies for migration to Tier 3 Storage.		X
6. Implement policies to automate migration of data based on Vendor-defined usage requirements.	X	

The table below identifies the Service Levels that apply to Tier 3 Storage.

Service Levels for Tier 3 Storage Service

Type	Service Level Agreement
Response Time	Customer Contact Response Time
Incident Resolution	First Contact Resolution

Type	Service Level Agreement
Incident Resolution	Incident Closure Notice (e-mail/phone)"

2. In Addendum 1 to Appendix 13 to Schedule 3.3 (Other Services Technical Approach), a new section is added as follows.

“Technical Approach for Tier 3 Storage Service

Vendor will utilize existing network infrastructure to provide Eligible Customers access to Tier 3 Storage. Vendor will set the Tier 3 Storage configuration and polices at the enterprise level; therefore, Tier 3 Storage cannot be individualized for Eligible Customers. Tier 3 Storage is not subscribed to the Disaster Recovery Services; however, Vendor will perform a snapshot of the data on Tier 3 Storage once per day and will retain such daily snapshot for 15 calendar days. Vendor will retain the snapshot performed on the first calendar day of each month for 12 months. Data restore requests will be handled using Vendor’s existing process for restore requests and handled through a VCCC ticket.”

3. In Section 5.3.9 (Adjustments for Changes between Tiers of a Tiered Resource Unit) of Schedule 10.1 (Fees), the following row of new text is inserted in Table 7 after “Storage Tier 2” (the header row is shown for context only).

Tiered Resource Unit	Resource Units
Storage Tier 3	Tier 3 Storage at CESC

4. In Attachment 10.1.3-A to Schedule 10.1 (Definition of Resource Units), the following row of new text is inserted at the end of the “Other Services” Section (the header row is shown for context only).

Other Services	Unit	Definition
Storage Tier 3 at CESC	Per Gbyte	Monthly, recurring fee for total allocated (presented) storage receiving Tier 3 Storage.

5. In Attachment 10.1.4-B to Schedule 10.1 (Additional Resource Unit Baselines), the following row of new text is inserted at the end of the “Other Services” Section. The values for the periods prior to Contract Year 9 shall be “N/A.” The values for Contract Years 9 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
Storage Tier 3 at CESC	Per Gbyte

Year 9	Year 10	Year 11	Year 12	Year 13
7,500	7,500	7,500	7,500	7,500

6. In Attachment 10.1.5-A to Schedule 10.1 (Post-Transition Phase Fees - Fixed Recurring Fees and Baseline Resource Unit Rates by Service Tower), the following row of new text is inserted at the end of the “Other Services” Section. The values for the periods prior to Contract Year 9 shall be “N/A.” The values for Contract Years 9 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
Storage Tier 3 at CESC	Per Gbyte

Year 9	Year 10	Year 11	Year 12	Year 13
0.53	0.53	0.53	0.53	0.53

7. In Attachment 10.1.7 to Schedule 10.1 (Post-Transition Phase Fees - Additional Resource Charges (ARC) Rates by Service Tower), the following row of new text is inserted at the end of the "Other Services" Section. The values for the periods prior to Contract Year 9 shall be "N/A." The values for Contract Years 9 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
Storage Tier 3 at CESC	Per Gbyte

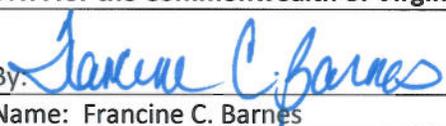
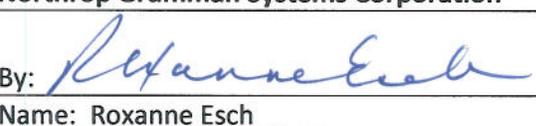
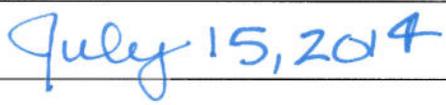
Year 9	Year 10	Year 11	Year 12	Year 13
0.49	0.49	0.49	0.49	0.49

8. In Attachment 10.1.8 to Schedule 10.1 (Post-Transition Phase Fees - Reduced Resource Credits (RRC) Rates by Service Tower), the following row of new text is inserted at the end of the "Other Services" Section. The values for the periods prior to Contract Year 9 shall be "N/A." The values for Contract Years 9 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
Storage Tier 3 at CESC	Per Gbyte

Year 9	Year 10	Year 11	Year 12	Year 13
0	0	0	0	0

The Parties have executed this Amendment No. 105 on the dates indicated below.

VITA for the Commonwealth of Virginia	Northrop Grumman Systems Corporation
By: 	By: 
Name: Francine C. Barnes	Name: Roxanne Esch
Contract Manager	Director, Contracts
Date: 	Date: 