



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	89
Description of Contract Change – Provide a brief description of contract change	Adds Enhanced Server Operating System Security (ESOSS) 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. 89 to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor originally dated as of November 14, 2005 and as subsequently amended (hereinafter, "Amendment No. 89"). The Commonwealth and Vendor have agreed to modify the Comprehensive Infrastructure Agreement as set forth below. Except as expressly modified in Amendment No. 89, the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms used but not defined in Amendment No. 89 shall have the meanings assigned to them in the Agreement. Amendment No. 89 is effective as of August 1, 2013.

1. In Appendix 13 to Schedule 3.3 (Other Services SOW) a new section and table are added to the end as follows.

"Statement of Work for Enhanced Server Operating System Security Service

Vendor will install, configure, support and maintain McAfee Change Control for Servers and McAfee Application Control for Servers software which will enhance security for certain servers deployed in the CoV Environment by providing change prevention and security based on "white-listing" in accordance with the technical approach (hereinafter, "ESOSS"). ESOSS must be requested by the Eligible Customer through the Work Request process on a per server basis. ESOSS includes software, software maintenance, and licensing for McAfee Change Control for Servers and McAfee Application Control for Servers but does not include hardware, hardware upgrades, hardware maintenance, or software upgrades, except for patches and other updates provided by the software vendor to Vendor at no additional charge. The table below identifies the roles and responsibilities that Vendor and VITA will perform with respect to ESOSS."

Enhanced Server Operating System Security Service Roles and Responsibilities

ESOSS Roles and Responsibilities		Vendor	VITA
1.	Procure and purchase software licenses and software maintenance for ESOSS.	X	
2.	Provide detailed requirements for ESOSS through the Work Request process.		X
3.	Implement ESOSS as requested in a Work Request.	X	
4.	Confirm that ESOSS software completes learning mode.	X	
5.	Test and verify application of rule sets to ensure operability of ESOSS.		X
6.	Perform on-going monitoring of and support for ESOSS.	X	
7.	Notify Vendor of any new or upgraded applications or changes to application that may impact ESOSS configuration and negatively impact performance/availability of the server.		X
8.	Perform ESOSS rule updates up to twelve times per year per server.	X	

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

“Technical Approach for Enhanced Server Operating System Security Service

ESOSS incorporates McAfee Change Control for Servers and McAfee Application Control for Servers into Vendor’s existing McAfee ePolicy monitoring service. As requested through the Work Request process, Vendor will package and deploy the applicable version of the ESOSS software to each identified server. Each identified server must meet the minimum requirements set forth in the table below.

Minimum Server Requirements

Server Operating System Type: Windows (32-bit)		
Minimum Operating Systems Requirements	Minimum Hardware Requirements	Supported File Systems
<ul style="list-style-type: none"> – Windows NT4 with Service Pack 6a – Windows 2000 with Service Pack 4 Rollup 1 – Windows 2003 with Service Pack 1 (in standalone mode only) – Windows 2003 with Service Pack 2 (with ePO and in standalone mode) – Windows 2008 with Service Pack 1 – Windows 2008 with Service Pack 2 	<ul style="list-style-type: none"> – Single/Multiple Intel Pentium CPU – 512 MB RAM – 100 MB free disk space for installation on system volume – 100 MB free disk space on every volume that will be solidified – TCP/IP Protocol should be installed on the system 	<ul style="list-style-type: none"> – NTFS – FAT (FAT 32, FAT 16) – UDFS – CDFS (Only in update mode, solidification is not allowed) – CIFS Redirector
Server Operating System Type: Windows (64-bit)		
Minimum Operating Systems Requirements	Minimum Hardware Requirements	Supported File Systems
<ul style="list-style-type: none"> – Windows 2003 (x86-64/IA64/AMD64) with Service Pack 1 (in standalone mode only) or Service Pack 2 (with ePO and in standalone mode) – Windows 2003 (x86-64/IA64/AMD64) with Service Pack 2 (with ePO and in standalone mode) – Windows 2008 Server (x86-64/AMD64) with Service Pack 1 – Windows 2003 R2 (x86-64/AMD64) – Windows 2008 Server (x86-64/AMD64) with Service Pack 2 – Windows 2003 R2 (x86-64/AMD64) – Windows 2008 Server Core (x86-64/AMD64) with Service Pack 1 – Windows Server 2008 R2 Service Pack 1 (x86-64/AMD64) 	<ul style="list-style-type: none"> – Processor supporting x86-64/IA64/AMD64 architecture – 2 GB RAM – 100 MB free disk space for installation on system volume – 100 MB free disk space on every volume that will be solidified – CP/IP Protocol should be installed on the system 	<ul style="list-style-type: none"> – NTFS – FAT (FAT 32, FAT 16) – UDFS – CDFS (Only in update mode, solidification is not allowed) – IFS Redirector

After the ESOSS software is initially deployed, the software is in “learning mode.” While in learning mode, the ESOSS software will collect initial profiling information from the server’s operating system. The ESOSS software then analyzes that information and implements rules sets to allow only “white listed” applications or services to make changes to that server’s operating system files. Once the rule sets are implemented, the server’s operating system will be considered “locked down” and the ESOSS installation will be complete. These learning mode activities require between 30 and 90 days to complete, depending on the server’s hosted application profile role and complexity.

ESOSS will report activity from the subscribed server to its applet within McAfee ePolicy monitoring tool. Vendor will provide on-going monitoring and reporting activities which will include responding to alarms and adjusting block/unblock policies as required. Vendor will perform ESOSS rule updates in collaboration with the Eligible Customer for any new or upgraded Eligible Customer applications up to twelve times per year per server at no additional Fee; thereafter, an Eligible Customer may request additional configuration changes through the Work Request process, which work will be priced separately. However, Vendor will perform ESOSS software rule updates as necessary to support ESOSS software updates (e.g., security patches, service packs) at no additional Fee.”

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

Other Services	Unit	Definition
ESOSS	Per Each Physical or Virtual Server (One-time)	One-time, non-recurring fee associated with initiation of ESOSS on each physical or virtual server with ESOSS installed.
ESOSS	Per Each Physical or Virtual Server (Recurring)	Monthly, recurring fee for each physical or virtual server with ESOSS installed.

4. In Attachment 10.1.4-B to Schedule 10.1 (Additional Resource Unit Baselines) the following rows of new text are inserted at the end of the “Other Services” Section. The values for the periods prior to Contract Year 8 shall be “N/A.” The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
ESOSS	Per Each Physical or Virtual Server (One-time)
ESOSS	Per Each Physical or Virtual Server (Recurring)

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A

5. 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 rows of new text are inserted at the end of the “Other Services” Section. The values for the periods prior to Contract Year 8 shall be “N/A.” The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
ESOSS	Per Each Physical or Virtual Server (One-time)
ESOSS	Per Each Physical or Virtual Server (Recurring)

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00
273.23	273.23	273.23	273.23	273.23	273.23

6. In Attachment 10.1.7 to Schedule 10.1 (Post-Transition Phase Fees - Additional Resource Charges (ARC) Rates by Service Tower) the following rows of new text are inserted at the end of the "Other Services" Section. The values for the periods prior to Contract Year 8 shall be "N/A." The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
ESOSS	Per Each Physical or Virtual Server (One-time)
ESOSS	Per Each Physical or Virtual Server (Recurring)

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00
273.23	273.23	273.23	273.23	273.23	273.23

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

Other Services	Unit
ESOSS	Per Each Physical or Virtual Server (One-time)
ESOSS	Per Each Physical or Virtual Server (Recurring)

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A

The Parties have executed this Amendment No. 89 on the dates indicated below.

VITA for the Commonwealth of Virginia	Northrop Grumman Systems Corporation
By: 	By: 
Name: Perry Pascual	Name: Roxanne Esch
Contract Manager	Director, Contracts
Date: 	Date: 