

CONTRACT #14
RFS # 317.03-16207
FA # 07-20944-00
Edison # 2895

Finance & Administration
Office for Information
Resources (OIR)

VENDOR:
SunGard Availability Services
LP



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES**

312 ROSA L. PARKS AVENUE
SUITE 1600, TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-1102
(615) 741-3700
FAX (615) 532-0471

MARK A. EMKES
COMMISSIONER

MARK BENDEL
CHIEF INFORMATION OFFICER

MEMORANDUM

TO: Robert Barlow
FROM: Tricia Kitchens *RK*
SUBJECT: Waiver of 60-Day Lead-Time
DATE: June 10, 2011

Since May of 2007, the State has maintained a disaster recovery services contract with SunGard Availability Services LP. Over the course of the contract the State has used these services to implement disaster recovery environments for several mission-critical systems: including systems for TennCare, Revenue, and Edison. This work has proceeded at a pace that has outstripped the original dollar amount estimates.

At the end of last year, the Office for Information Resources (OIR) became aware of apparent discrepancies in SunGard invoices. As we researched these discrepancies, disputes arose surrounding some of the charges, and OIR decided to hold future invoices, beginning with the February, 2011 invoice, until the disputed amounts could be settled.

Research on the disputed amounts was greatly complicated by the vendor's accounting system, which was not producing invoices that were itemized in a manner that was consistent with our contract pricing structure. This fact, coupled with the known, but unresolved discrepancies, made it difficult to form an accurate picture of the amount of money remaining in the contract.

As a result of the foregoing, the program area believed, until very recently, that there were sufficient funds remaining in the contract. It is now necessary to request a waiver of the usual sixty-day lead time, to ensure that the maximum liability of the contract is sufficient to cover the State's obligations.

We apologize in advance for the tardiness of this request and thank you for your consideration.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Tricia Kitchens	*Contact Phone:	(615) 741-7122		
*Original Contract Number:	FA 07-20944-00	*Original RFS Number:	317.03-162-07		
Edison Contract Number: <i>(if applicable)</i>	2895	Edison RFS Number: <i>(if applicable)</i>	N/A		
*Original Contract Begin Date:	May 1, 2007	*Current End Date:	April 30, 2012		
Current Request Amendment Number: <i>(if applicable)</i>	4				
Proposed Amendment Effective Date: <i>(if applicable)</i>	June 30, 2011				
*Department Submitting:	Finance and Administration				
*Division:	Office for Information Resources				
*Date Submitted:	June 10, 2011				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Additional funds are needed prior to the end of FY 2011.				
*Contract Vendor Name:	SunGard Availability Services LP				
*Current Maximum Liability:	\$4,342,027				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2007	FY: 2008	FY: 2009	FY: 2010	FY: 2011	FY: 2012
\$289,468	\$1,447,340	\$1,447,340	\$434,202	\$434,202	\$289,475
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report) See attached "SunGard Payments to Date."</i>					
FY: 2007	FY: 2008	FY: 2009	FY: 2010	FY: 2011	FY:
\$127,690.00	\$768,003.00	\$767,709.00	\$1,231,306.00	\$938,222.00	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The yearly contract allocations detailed above were estimates based on the anticipated timing for implementing the various disaster recovery environments.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			Surplus funds were not carried forward.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding			Contract expenditures have not exceeded the Contract maximum liability.		

Supplemental Documentation Required for
Fiscal Review Committee

was acquired to pay the overage:			
*Contract Funding Source/Amount:	State :		Federal:
Interdepartmental:	\$6,481,645.00		Other:
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
7/9/2008		Amendment 1 – Adds services in accordance with Contract Section C.3.b. No change to dollars.	
3/31/2009		Amendment 2 – Adds disaster recovery services for Edison environment, as provided for in Contract Section C.3.b.iv.	
11/24/2009		Amendment 3 – Adds disaster recovery services for Revenue and the Enterprise Network, as provided for in Contract Section C.3.b.	
Method of Original Award: <i>(if applicable)</i>		Competitive Negotiation	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		We could not project cost for this project prior to receiving proposals, due to variability of services, and therefore relied upon the actual proposed amounts to derive projected costs.	

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
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Please see attached document labeled: "SunGard Spend Down Worksheet"

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
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State agencies store and process information that is vital to the lives of Tennessee's citizens. It is imperative that these agencies have a reliable disaster recovery (DR) strategy in place to enable this information to be recovered and accessed in the event of an unforeseen disaster. The amendment under consideration continues the provision of disaster recovery services to existing agencies and provides for the transfer of the Edison DR environment from SunGard to the Data Center South. While it would be difficult to quantify specific savings amounts that would result from the execution of this amendment, the following are examples of the types of savings/cost avoidance that Tennessee could expect in the event of a disaster:

- Cost avoidance from not having to recreate lost data
- Cost avoidance from mitigating the liabilities arising from not being able to provide essential services to State citizens
- Savings arising from continuing the DR services within current vendor's disaster recovery environment—as opposed to having the services performed by a different vendor, which would incur significant start up costs.

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of	FY:	FY:	FY:	FY:	FY:
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Supplemental Documentation Required for
Fiscal Review Committee

vendor)					
<p>The Office for Information Resources does not believe that there are other options for providing these services that would be in the State's best interest, financially or otherwise. The current vendor has already set up the current recovery environments and communication links required to perform recovery services. Any other vendor would incur a learning curve as well as the expense of establishing the recovery environments and communications, and this cost would be passed on to the State.</p>					

SunGard Payments to Date

Period Covered Month	Amount Paid to SunGard
May-07	\$ 63,845.00
Jun-07	\$ 63,845.00
FY2007	\$ 127,690.00
Jul-07	\$ 63,845.00
Aug-07	\$ 63,845.00
Sep-07	\$ 63,845.00
Oct-07	\$ 63,845.00
Nov-07	\$ 64,373.00
Dec-07	\$ 63,845.00
Jan-08	\$ 63,845.00
Feb-08	\$ 63,845.00
Mar-08	\$ 63,845.00
Apr-08	\$ 64,157.00
May-08	\$ 64,868.00
Jun-08	\$ 63,845.00
FY2008	\$ 768,003.00
Jul-08	\$ 63,845.00
Aug-08	\$ 63,845.00
Sep-08	\$ 63,845.00
Oct-08	\$ 65,014.00
Nov-08	\$ 63,845.00
Dec-08	\$ 63,845.00
Jan-09	\$ 63,845.00
Feb-09	\$ 63,845.00
Mar-09	\$ 63,845.00
Apr-09	\$ 64,245.00
May-09	\$ 63,845.00
Jun-09	\$ 63,845.00
FY2009	\$ 767,709.00
Jul-09	\$ 63,845.00
Aug-09	\$ 63,845.00
Sep-09	\$ 63,845.00
Oct-09	\$ 104,877.00
Nov-09	\$ 104,477.00
Dec-09	\$ 96,707.00
Jan-10	\$ 102,923.00
Feb-10	\$ 102,923.00
Mar-10	\$ 103,123.00
Apr-10	\$ 150,545.00
May-10	\$ 137,098.00
Jun-10	\$ 137,098.00
FY2010	\$ 1,231,306.00
Jul-10	\$ 137,098.00
Aug-10	\$ 106,050.00
Sep-10	\$ 106,050.00
Oct-10	\$ 147,256.00
Nov-10	\$ 147,256.00
Dec-10	\$ 147,256.00
Jan-11	\$ 147,256.00
FY2011	\$ 938,222.00
Amount Spent to Date	\$ 3,832,930.00

SunGard Spend Down Worksheet

Existing Contract Funding		Funds Already Spent	
Contract Years	Yearly Budget	Notes	To date Total spend
2007	\$289,468	Spending total at end of Jan 2011	\$3,832,930
2008	\$1,447,340		
2009	\$1,447,340	Amended Maximum Liability	
2010	\$434,202		Amount
2011	\$434,202	Current Maximum Liability	\$4,342,027
2012	\$289,475	Additional Funds Needed	\$2,139,618
Grand Total	\$ 4,342,027	Amended Maximum Liability	\$6,481,645

Contract Spend Down				
Fees & charges				
Month	Available Projected Balance after Monthly Invoice Paid	Mainframe TennCare Enterprise/Windows/Linux Enterprise UNIX Print Mail service Monthly Recurring	Enterprise & Revenue Monthly Recurring	Total Monthly Recurring
Jan-2011	\$509,097			
Feb-2011	\$395,927	\$94,009	\$19,161	\$113,170
Mar-2011	\$282,757	\$94,009	\$19,161	\$113,170
Apr-2011	\$169,587	\$94,009	\$19,161	\$113,170
May-2011	\$56,417	\$94,009	\$19,161	\$113,170
Jun-2011	(\$56,753)	\$94,009	\$19,161	\$113,170
Jul-2011	(\$169,923)	\$94,009	\$19,161	\$113,170
Aug-2011	(\$283,093)	\$94,009	\$19,161	\$113,170
Sep-2011	(\$396,263)	\$94,009	\$19,161	\$113,170
Oct-2011	(\$509,433)	\$94,009	\$19,161	\$113,170
Nov-2011	(\$622,603)	\$94,009	\$19,161	\$113,170
Dec-2011	(\$735,773)	\$94,009	\$19,161	\$113,170
Jan-2012	(\$848,943)	\$94,009	\$19,161	\$113,170
Feb-2012	(\$962,113)	\$94,009	\$19,161	\$113,170
Mar-2012	(\$1,075,283)	\$94,009	\$19,161	\$113,170
Apr-2012	(\$1,188,453)	\$94,009	\$19,161	\$113,170

Additional Funding Needed	
Monthly Recurring Fees	\$1,188,453
Projected (10%) other items such as fees assoc with testing	\$118,845
Edison Equipment Transfer	\$832,320
Total Additional Funding Needed	\$2,139,618

Monthly Recurring Fees Per Environment		
Schedule	Name	amount
A	Mainframe	\$26,135.00
B	TennCare	\$11,485.00
C	Ent. Win/Linux	\$4,000.00
D	Ent. UNIX	\$6,700.00
E	Print/Mail	\$14,050.00
M	Fin. Inst.	\$400.00
N	Other Equip	\$31,238.56
	total	\$94,008.56
P	Revenue	\$3,664.25
Q	Enterprise	\$15,496.65
	total	\$19,160.90

Edison Equipment Transfer			
Schedule	quantity	amount per item	total cost
Sun X4600 AMD Serv. (8 qd.)	2	\$72,000.00	\$144,000.00
Sun X4600 AMD Serv. (4 qd.)	6	\$47,736.00	\$286,416.00
Dell 2950 Console Server	1	\$11,880.00	\$11,880.00
Nortel VPN Gateway	1	\$176,904.00	\$176,904.00
Nortel Passport	1	\$213,120.00	\$213,120.00
	total		\$832,320.00

Non-Competitive Amendment Request

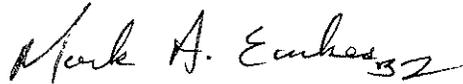
NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	31703-16207	
1. Procuring Agency	Department of Finance and Administration	
2. Contractor	SunGard Availability Services, LP	
3. Contract #	FA-07-20944	
4. Proposed Amendment #	4	
5. Edison ID #	2895	
6. Contract Begin Date	May 1, 2007	
7. Current Contract End Date – with ALL options to extend exercised	April 30, 2012	
8. Proposed Contract End Date – with ALL options to extend exercised	April 30, 2012	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$4,342,027.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$6,481,645.00	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment		
<p>During the course of the contract, the State has implemented disaster recovery environments for several mission critical systems, including systems for TennCare, Revenue, and Edison. In addition, the State has had to expand the enterprise networking capabilities to accommodate disaster recovery for newly added environments. This work has proceeded at a pace that has outstripped the original dollar amount estimates.</p> <p>Edison management has made the decision to move their Disaster Recovery environment to the State since we now have the capabilities with the addition of Data Center South. The State will pay</p>		

Request Tracking #	31703-16207
<p>a one-time, lump sum payment to SunGard to effect the transfer of the Edison Disaster Recovery environment from SunGard to State ownership. Through this lump sum payment, the State will also correct billing discrepancies that resulted from a clerical error for the Edison environment in the contract.</p> <p>Therefore, the program area requests additional funds to continue critical disaster recovery services for existing agencies, as well as sufficient funds to accomplish the purchase of the Edison environment.</p>	
<p>15. Name & Address of the Contractor's Principal Owner(s) <i>– NOT required for a TN state education institution</i></p> <p>SunGard Availability Services LP 680 E Swedesford Road Wayne, PA 19087</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>SunGard is the vendor currently providing disaster recovery services for the State. They have done so since May of 2007.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>No efforts were made in this regard. This amendment is seeking funds to continue the existing contract with SunGard. Given the embedded technology and knowledge bases, and start-up costs, it would not be in the State's best interest to cancel the existing contract and have these services provided by another vendor.</p>	
<p>18. Justification <i>– specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>SunGard is currently providing the required services. Establishing a disaster recovery environment requires substantial initial investments, in terms of staff resources and technology. It is in the State's best interest to leverage this initial investment and continue to obtain disaster recovery services from the SunGard contract.</p>	
<p>Agency Head Signature and Date <i>– MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p></p>	



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Tricia Kitchens
E-mail : tricia.kitchens@tn.gov

DATE : June 9, 2011

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 31701-03008

OIR Endorsement Signature & Date:

Mark Bengel (ges)
Chief Information Officer

6/9/11

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Finance and Administration
Agency Contact (name, phone, e-mail)	Tricia Kitchens, 741-7122, tricia.kitchens@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable- ISP Project#	
Response Confirmed by IT Director/Staff (name): Jane Chittenden	

Applicable RFS # 31701-03008

Required Attachments (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

Subject Information Technology Service Description

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract & solicitation sections related to the IT services.)

Disaster Recovery Services. Amendment adds additional funds to continue services.



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ADMINISTRATION DIVISION
312 EIGHTH AVENUE NORTH
SUITE 1200 WILLIAM R. SNODGRASS TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243
PHONE: 615-741-6049 FAX: 615-532-2989

MARK A. EMKES
COMMISSIONER

MEMORANDUM

TO: Procurement File
FROM: Buddy Lea, Asst. Commissioner 
Department of Finance and Administration
DATE: June 10, 2011
SUBJECT: Non-Competitive Request

This memo is to document that the RFS# 31703-16207, a Non-competitive contract amendment request is being signed by Assistant Commissioner Buddy Lea, as designee of Commissioner Emkes due to Commissioner Emkes' unavailability at the time.



CONTRACT AMENDMENT

Agency Tracking # 31703-16207	Edison ID 2895	Contract # FA0720944	Amendment # 4		
Contractor Legal Entity Name SunGard Availability Services LP			Edison Vendor ID 13371		
Amendment Purpose & Effect(s) Disaster Recovery Services. Amendment adds additional funds to continue services and effect the transfer of the Edison environment to the State's Data Center South.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: April 30,2012			
Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:			\$2,139,618		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007			\$289,468.00		\$289,468.00
2008			\$1,447,340.00		\$1,447,340.00
2009			\$1,447,340.00		\$1,447,340.00
2010			\$434,202.00		\$434,202.00
2011			\$494,202.00		\$494,202.00
2012			\$2,369,093.00		\$2,369,093.00
TOTAL:			\$6,481,645.00		\$6,481,645.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE</i>		
			Speed Chart (optional) FA00000222		Account Code (optional) 72203000

**AMENDMENT FOUR
OF CONTRACT FA-07-20944-00 (EDISON #2895)**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and SunGard Availability Services LP, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. Contract section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Six Million, Four Hundred Eighty-One Thousand, Six Hundred Forty-Five Dollars and No Cents (\$6,481,645.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The maximum liability stated above does not include charges for Disaster Declaration Services to be incurred by the State in the event of an actual Disaster. Thus, in the event the State declares a Disaster; the Contract shall be amended to increase the maximum liability to cover Disaster Declaration Services at the rates set forth in Contract Attachment F.

2. The Contract section C.3.b.iv is deleted in its entirety and replaced with the following:

C.3.b.iv. The State may add a Resource or Hardware not listed in Attachments A through E and/or M through Q, where such additional Resource or Hardware or equivalent equipment is not available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base (called "Nonstandard Equipment"). In which case, the State acknowledges that the Contractor may need to acquire such additional Resource or Hardware solely for the State. If, in order to support the State's requirements, the Contractor must acquire Nonstandard Equipment, the Contractor will provide the State a description of a) the quantity and type of Nonstandard Equipment acquired and b) the total investment amount incurred by the Contractor to acquire such Nonstandard Equipment. Upon written approval from the State, the Contractor will acquire such Nonstandard Equipment.

If the State adds a Resource or Hardware not listed in attachments A through E and/or M through Q, where such additional Resource or Hardware or equivalent "Nonstandard Equipment" that is not available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base, it will be necessary to amend this contract to include an Attachment F Monthly Unit Rate for the additional Resource or Hardware with pricing fixed for the duration of the Contract. Said Monthly Unit Rate will be computed by dividing the Contractor's investment amount by the number of whole months between the date such Nonstandard Equipment is acquired and April 30, 2012. "Investment amount" includes the acquisition price, as well as any maintenance fees associated with the Nonstandard Equipment.

The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Nonstandard Equipment in the amended Attachment F times the quantity of the Nonstandard Equipment required by the State at its primary Recovery Center.

For the deletion of Nonstandard Equipment that is listed in Attachments A through E and/or M, N, P and Q, the State will pay, in a lump sum, the Monthly Unit Rate quoted in Attachment F for Nonstandard Equipment, times the deleted quantity of Nonstandard Equipment, times the remaining months through April 30, 2012. For the deletion of Nonstandard Equipment that is listed in Attachment O, the State will pay, in a lump sum, the amount not to exceed the equipment prices quoted in Attachment F for the Nonstandard Equipment identified in Attachment O. At the State's sole option, the Contractor will transfer ownership or license rights for the deleted Nonstandard Equipment to the State and ship such equipment to the State, unless otherwise agreed at the time of purchase. The State will pay all shipping fees. The Monthly Unit Rate quoted in Attachment F will apply to the portion of the deleted quantity of such Nonstandard Equipment that is no longer needed by the State at its primary Recovery Center. The State's Subscription Fee per Month will be decreased by an amount equal to the Monthly Unit Rate for the Nonstandard Equipment in Attachment F times the deleted quantity of the Nonstandard Equipment.

3. Contract Attachment F is deleted in its entirety and replaced with the new attachment Contract Attachment F attached hereto.

The revisions set forth herein shall be effective 06/30/2011. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

SUNGARD AVAILABILITY SERVICES LP:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

MARK A. EMKES, COMMISSIONER

DATE

UNIT RATES

Environment Costs

This table shows the services cost for the Environments specified in Contract Attachments A through E and M through Q.

Subscription Fee Per Month is the monthly rate to provide Disaster Recovery Facilities and Testing for the specified Environment.

Optional Services are services that may be requested by the State during a Test or Disaster.

Disaster Declaration Services are services that may be requested by the State during a Disaster.

Contract Attachment A - Mainframe Configuration	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	27,500.00	27,500.00	27,500.00	27,500.00	27,500.00
Optional Services					
Additional Testing Time Per 4-Hour Block	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Contractor Data Restoration Services Per Month	2,358.00	2,358.00	2,358.00	2,358.00	2,358.00
Disaster Declaration Services					
Declaration Fee Per Incident	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Cold Site Usage Per Day	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Contract Attachment B - TennCare Equipment	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	11,595.00	11,595.00	11,595.00	11,595.00	11,595.00
Optional Services					

Additional Testing Time Per 4-Hour Block	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	6,059.00	6,059.00	6,059.00	6,059.00	6,059.00
Continuous Data Replication (RPO < = 5 minutes) for SAN Technology Per GB Per Month	26.10	26.10	26.10	26.10	26.10
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	22.50	22.50	22.50	22.50	22.50
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per GB Per Month	20.62	20.62	20.62	20.62	20.62
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	19.15	19.15	19.15	19.15	19.15
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	18.89	18.89	18.89	18.89	18.89
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	18.27	18.27	18.27	18.27	18.27
Batch Data Replication (RPO = 8 hours) for SAN Technology Per GB Per Month	18.27	18.27	18.27	18.27	18.27
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	14.03	14.03	14.03	14.03	14.03
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00

Recovery Center Usage Per Day (Days 31 Through 42)	8,750.00	8,750.00	8,750.00	8,750.00	8,750.00
Cold Site Usage Per Day	10,500.00	10,500.00	10,500.00	10,500.00	10,500.00
Contract Attachment C - Enterprise Windows/Linux	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
Optional Services					
Additional Testing Time Per 4-Hour Block	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	4,334.00	4,334.00	4,334.00	4,334.00	4,334.00
Continuous Data Replication (RPO <= 5 minutes) for SAN Technology Per GB Per Month	28.02	28.02	28.02	28.02	28.02
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	23.67	23.67	23.67	23.67	23.67
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per GB Per Month	22.15	22.15	22.15	22.15	22.15
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	21.50	21.50	21.50	21.50	21.50
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	20.86	20.86	20.86	20.86	20.86
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication	20.32	20.32	20.32	20.32	20.32

(RPO = 8 hours) for SAN Technology Per GB Per Month					
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	16.00	16.00	16.00	16.00	16.00
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
Cold Site Usage Per Day	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00
Contract Attachment D - Enterprise UNIX					
	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	6,700.00	6,700.00	6,700.00	6,700.00	6,700.00
Optional Services					
Additional Testing Time Per 4-Hour Block	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	6,540.00	6,540.00	6,540.00	6,540.00	6,540.00
Continuous Data Replication (RPO < = 5 minutes) for SAN Technology Per GB Per Month	28.02	28.02	28.02	28.02	28.02
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	23.67	23.67	23.67	23.67	23.67
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per	22.15	22.15	22.15	22.15	22.15

GB Per Month					
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	21.50	21.50	21.50	21.50	21.50
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	20.86	20.86	20.86	20.86	20.86
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication (RPO = 8 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	16.00	16.00	16.00	16.00	16.00
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	13,750.00	13,750.00	13,750.00	13,750.00	13,750.00
Cold Site Usage Per Day	16,500.00	16,500.00	16,500.00	16,500.00	16,500.00
Contract Attachment E - Print/Mail Services	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	14,050.00	14,050.00	14,050.00	14,050.00	14,050.00
Optional Services					
Additional Testing Time Per 4-Hour Block	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
Print MICR Checks 8 1/2" X 11" Per 1000	35.04	35.04	35.04	35.04	35.04
Print Simplex/Duplex Pages Per 1000	30.02	30.02	30.02	30.02	30.02
Print Continuous Forms Simplex/Duplex Per 1000	20.02	20.02	20.02	20.02	20.02
Fold, Insert, and Prepare to Mail Forms/Letters Per 1000 Envelopes	30.00	30.00	30.00	30.00	30.00
Label, Package and Prepare to Ship Print	10.00	10.00	10.00	10.00	10.00

Per 1000 Print Items (items include pages, forms, and envelopes)					
Disaster Declaration Services					
Print-Only Declaration Fee Per Incident	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Print-Only Alert Fee Per Incident	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Print-Only Recovery Center Usage per Day	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Contract Attachment M – Financial Institutions	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	400.00	400.00	400.00	400.00	400.00
Optional Services					
Additional Testing Time Per 4-Hour Block	1000.00	1000.00	1000.00	1000.00	1000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Contractor Data Restoration Services Per Month	N/A	N/A	N/A	N/A	N/A
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (first 30 days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (day 31 through day 42)	1250.00	1250.00	1250.00	1250.00	1250.00
Cold Site Usage Per Day	1375.00	1375.00	1375.00	1375.00	1375.00
Contract Attachment O - Edison	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month (Sum of the Monthly Rates for the purchase of Nonstandard	N/A	N/A	12,359.60	12,359.60	12,359.60

Equipment)					
Optional Services					
Testing Time Per 4-Hour Block – Shared SAN	N/A	N/A	150.00	150.00	150.00
Data Destrutions Per GB of Data on Contracted DASD	N/A	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	N/A	50.00	50.00	50.00	50.00
Disaster Declaration Services					
Declaration Fee Per Incident	N/A	0.00	0.00	0.00	0.00
Alert Fee Per Incident	N/A	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	N/A	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	N/A	0.00	0.00	0.00	0.00
Cold Site Usage Per Day	N/A	0.00	0.00	0.00	0.00
Contract Attachment P - Revenue	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month (Sum of the Monthly Rates for the purchase of Nonstandard Equipment)	N/A	N/A	3,664.25	3,664.25	3,664.25
Optional Services					
Additional Testing Time Per 4-Hour Block	N/A	N/A	N/A	N/A	N/A
Data Destrutions Per GB of Data on Contracted DASD	N/A	N/A	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	N/A	N/A	50.00	50.00	50.00
Disaster Declaration Services					
Declaration Fee Per Incident	N/A	N/A	0.00	0.00	0.00
Alert Fee Per Incident	N/A	N/A	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	N/A	N/A	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	N/A	N/A	0.00	0.00	0.00
Cold Site Usage Per Day	N/A	N/A	0.00	0.00	0.00

Contract Attachment Q - Enterprise	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month (Sum of the Monthly Rates for the purchase of Nonstandard Equipment)	N/A	N/A	15,496.65	15,496.65	15,496.65
Optional Services					
Data Destructions Per GB of Data on Contracted DASD	N/A	N/A	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	N/A	N/A	50.00	50.00	50.00
Disaster Declaration Services					
Declaration Fee Per Incident	N/A	N/A	0.00	0.00	0.00
Alert Fee Per Incident	N/A	N/A	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	N/A	N/A	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	N/A	N/A	0.00	0.00	0.00
Cold Site Usage Per Day	N/A	N/A	0.00	0.00	0.00

Component Costs

This table shows the increase/decrease to the Subscription Fee Per Month to add/delete components in the Environments specified in Contract Attachments A through E and M through Q.

Standard Configuration and Additional Components are priced for the indicated server type. Standard Configuration denotes the minimum server configuration required by the State. Additional Components denote the components that may be added to the server to upgrade the components beyond the Standard Configuration.

Note: All rates are per month.

Mainframe Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
50 Gartner MIP	250.00	250.00	250.00	250.00	250.00
2 GB Main Storage	2.00	2.00	2.00	2.00	2.00
100 GB DASD Useable formatted – NOT RAW SPACE	7.00	7.00	7.00	7.00	7.00
1 Open Systems Adapter (OSA)	4.00	4.00	4.00	4.00	4.00
1 4000 Mod 1 Printer	14.00	14.00	14.00	14.00	14.00
1 3490 Tape Drive	1.00	1.00	1.00	1.00	1.00
1 3590 Tape Drive (Mod E11)	2.00	2.00	2.00	2.00	2.00
1 3174 Mod 11L Local Terminal Control Unit	1.00	1.00	1.00	1.00	1.00
1 3194 Mod 5 Operator Console	2.00	2.00	2.00	2.00	2.00
1 3745-x1A (16MB, 10 CA, 4 high speed scanners, 64 LIC1, 64 LIC3, 5 56Kb ports)	62.00	62.00	62.00	62.00	62.00
1 3746/900 (2 ESCON, 2 TR TIC3, 4 LIC11 (12 V.24, 3 V.35))	62.00	62.00	62.00	62.00	62.00
1 19.2 Kb Circuits (Dial-up)	1.00	1.00	1.00	1.00	1.00
1 3287/002 Printer	14.00	14.00	14.00	14.00	14.00
1 DRS Circuit/ DS-3 access	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
1 DRS Circuit/ T1.5 Mb Access Link	275.00	275.00	275.00	275.00	275.00
9840C Tape Drive	5.00	5.00	5.00	5.00	5.00
STK 9310 Silo	50.00	50.00	50.00	50.00	50.00
UNIX Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
Standard SUN V240 Configuration					
1 SUN V240	161.00	161.00	161.00	161.00	161.00
2 1.5GHz Processors					
4 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN V240 Components					
1 1.5GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00

1 10/100BaseT	1.00	1.00	1.00	1.00	1.00
Standard SUN V440 Configuration					
1 SUN V440	460.00	460.00	460.00	460.00	460.00
4 1.593GHz Processor					
16 GB Memory					
4 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN V440 Components					
1 Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
Standard Sunfire V890 Configuration					
1 SunFire V890	485.00	485.00	485.00	485.00	485.00
4 1.5GHz Processor					
16 GB Memory					
4 146 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional Sunfire V890 Components					
1 1.5Ghz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 Quad Fast Ethernet Card	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x100BaseT	1.00	1.00	1.00	1.00	1.00
1 LP9002L Fiber Adapter	2.00	2.00	2.00	2.00	2.00
Standard SUN 1280 Configuration					
1 SUN 1280	335.00	335.00	335.00	335.00	335.00
4 1.5GHz Processor					
12 GB Memory					
2 36 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN 1280 Components					
1 1.5GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
Standard SUN T2000 Configuration					
1 SUN T2000	317.00	317.00	317.00	317.00	317.00
1 1GHz Processor					
8 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN T2000 Components					
1 1GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
Standard SUN 4900 Configuration					
1 SunFire 4900	470.00	470.00	470.00	470.00	470.00
4 1.35GHz Dual Core Ultraspark 4 Processor					
16 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN 4900 Components					
1 1.35GHz Dual Core Ultraspark 4 Processor	8.00	8.00	8.00	8.00	8.00

1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 SCSI Adapter	1.00	1.00	1.00	1.00	1.00
1 Quad Fast Ethernet Card	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x100BaseT	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x1000BaseT	1.00	1.00	1.00	1.00	1.00
1 10/100BaseT	1.00	1.00	1.00	1.00	1.00
1 LP9002L Fiber Adapter	2.00	2.00	2.00	2.00	2.00
1 6560 Fiber Adapter	2.00	2.00	2.00	2.00	2.00
Standard SUN V420R Configuration					
1 Sun 420R Server	400.00	400.00	400.00	400.00	400.00
2 Processors					
4 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Windows/Linux Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
Standard HP DL380 G4 Configuration					
HP DL380 G4	57.00	57.00	57.00	57.00	57.00
2 3.6Ghz Xeon processors					
2 GB Memory					
4 72 GB Ultra320 SCSI hard drives (RAID 5)					
Additional HP DL380 G4 Components					
1 GB Memory	3.00	3.00	3.00	3.00	3.00
1 72 GB Ultra320 SCSI hard drives (RAID 5)	36.00	36.00	36.00	36.00	36.00
1 146 GB Ultra320 SCSI hard drives (RAID 5)	72.00	72.00	72.00	72.00	72.00
1 Dual Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
Standard HP DL580 G3 Configuration					
HP DL580 G3	51.00	51.00	51.00	51.00	51.00
4 3.33Ghz Xeon processors					
4 GB PC2-3200 ECC Memory					
4 72 GB Ultra320 SCSI hard drive					
Additional HP DL580 G3 Components					
1 GB PC2-3200 ECC Memory	3.00	3.00	3.00	3.00	3.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 146 GB Ultra320 SCSI hard drive	36.00	36.00	36.00	36.00	36.00
1 72GB 15K RPM Local Hard Disks	72.00	72.00	72.00	72.00	72.00
1 Single Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
1 Gigabit Network Connection (2 Onboard + 2 dual port NIC Cards)	1.00	1.00	1.00	1.00	1.00
Standard Dell PowerEdge 2850 Configuration					
Dell PowerEdge 2850	57.00	57.00	57.00	57.00	57.00
2 3.6Ghz Xeon processors					
2 GB Memory					
4 72 GB Ultra320 SCSI hard drives (RAID 5)					
Additional Dell PowerEdge 2850 Components					
1 GB Memory	3.00	3.00	3.00	3.00	3.00
1 72 GB Ultra320 SCSI hard drives (RAID 5)	36.00	36.00	36.00	36.00	36.00

1 146 GB Ultra320 SCSI hard drives (RAID 5)	72.00	72.00	72.00	72.00	72.00
1 Dual Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
Standard Dell PowerEdge 6850 Configuration					
Dell PowerEdge 6850	87.00	87.00	87.00	87.00	87.00
4 3.33Ghz Xeon processors					
4 GB PC2-3200 ECC Memory					
4 72 GB Ultra320 SCSI hard drive					
Additional Dell PowerEdge 6850 Components					
1 GB PC2-3200 ECC Memory	3.00	3.00	3.00	3.00	3.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 146 GB Ultra320 SCSI hard drive	72.00	72.00	72.00	72.00	72.00
1 72GB 15K RPM Local Hard Disks	36.00	36.00	36.00	36.00	36.00
1 Single Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
1 Gigabit Network Connection (2 Onboard + 2 dual port NIC Cards)	1.00	1.00	1.00	1.00	1.00
UNIX/Windows/Linux SAN Storage	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
10 GB Storage on SAN (usable formatted space with RAID 5 configuration - NOT RAW SPACE)	7.00	7.00	7.00	7.00	7.00
Print/Mail Services Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
MICR Checks 8 1/2" X 11" Per 1000	35.04	35.04	35.04	35.04	35.04
Simplex/Duplex Pages Per 1000	30.02	30.02	30.02	30.02	30.02
Continuous Forms Simplex/Duplex Per 1000	20.02	20.02	20.02	20.02	20.02
OTHER COMPONENTS	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
DS3 Circuit	25% Markup				
T-1 Circuit	25% Markup				
Cabinets for OIR Owned Equipment					
Server Cabinet	N/A	1600.00	1600.00	1600.00	1600.00
Server Cabinet additional A&B Side AC Circuit 208/220V 30A	N/A	1065.00	1065.00	1065.00	1065.00
Server Cabinet additional A&B Side AC Circuit 120 V 30A	N/A	615.00	615.00	615.00	615.00
DDR Cabinet	N/A	1600.00	1600.00	1600.00	1600.00
DDR Cabinet additional A&B Side AC Circuit 120 V 30A	N/A	615.00	615.00	615.00	615.00
Network Cabinet	N/A	1600.00	1600.00	1600.00	1600.00
Network Cabinet additional A&B Side AC Circuit 120 V 30A	N/A	615.00	615.00	615.00	615.00
Per Cabinet Installation Fee (36 month recovery)	N/A	N/A	21.11	21.11	21.11
Per Circuit Installation Fee (36 month recovery)	N/A	N/A	19.44	19.44	19.44
Per Cabinet Installation Fee (28 month recovery)	N/A	N/A	27.14	27.14	27.14
Per Circuit Installation Fee (28 month recovery)	N/A	N/A	24.99	24.99	24.99
LAN Recovery Services	N/A	200.00	200.00	200.00	200.00

OS Startup Services	N/A	592.00	592.00	592.00	592.00
Tape Backup System					
L700 Tape Library	50.00	50.00	50.00	50.00	50.00
LTO-3 Tape Drives	5.00	5.00	5.00	5.00	5.00
LTO-2 Tape Drives (already on contract)	5.00	5.00	5.00	5.00	5.00
Other – Network Related					
Fiber Run in support of the Edison, Enterprise Network, and Revenue environments (Total cost = \$2,399.04; recovered over 28 months)	N/A	N/A	3.57	3.57	3.57
Patch Panel for Cabinets in support of Edison, Enterprise Network, and Revenue environments (Total cost = \$2,810.08; recovered over 28 months)	N/A	N/A	7.72	7.72	7.72
Cat5E Connections for Cabinets (24 per Cabinet) in support of Edison, Enterprise Network, and Revenue environments (Total cost = \$1,234.80; recovered over 28 months)	N/A	N/A	6.30	6.30	6.30
NONSTANDARD EQUIPMENT	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
Sun X4600 AMD servers					
In support of Edison environment (maximum cost per server = \$72,000.00; recovered via lump sum)	N/A	N/A	N/A	N/A	N/A
Processor(s): (8) Quad Core 2.3GHz AMD CPUs					
(4) 144GB Hard Drive					
128 GB RAM Memory					
(1) Quad-Port 10/100/1000					
RAID Controller					
DVD/RW-ROM					
Redundant Fans / Power					
(2) 4 Gb Dual Fiber HBA					
3yr 24X7X4hr Maintenance					
Sun X4600 AMD servers					
In support of Edison environment (maximum cost per server = \$47,736.00; recovered via lump sum)	N/A	N/A	N/A	N/A	N/A
(4) Quad Core 2.3GHz AMD CPUs					
(4) 144GB Drives Hard Drive					
64GB RAM Memory					
(1) Quad-Port 10/100/1000					
RAID Controller					
DVD/RW-ROM					
(2) 4 Gb Dual Fiber HBA					
Redundant Fans / Power					
3yr 24X7X4hr Maintenance					
HP DL380 G6					
In support of Revenue environment (Total cost per server = \$20,519.80; recovered over 28 months)	N/A	N/A	732.85	732.85	732.85
2 1.86Ghz Xeon processors					
4 GB Memory					
2 300GB Ultra320 SCSI hard drives (RAID 5)					

Dell R610					
In support of Enterprise Network (Total cost per server = \$11,879.00; recovered over 28 months)	N/A	N/A	424.25	424.25	424.25
(2)x1.86GHz DC INTEL XEON					
8GB					
2x300GB Drives					
Dual-Port 10/100/1000					
Quad 10/100/1000 RAID					
Remote Access Card					
DVD-RW/DVD					
Redundant Fans / Power					
Dual Fiber Qlogic HBA					
3YR 24x7x4HR Maintenance					
Dell 2950 Console Server					
In support of Edison environment (maximum cost per server = \$11,880.00; recovered via lump sum)	N/A	N/A	N/A	N/A	N/A
(1) Intel Quad-Core Xeon 3.0GHz					
4GB					
(4) 73GB 15K Drives					
(2) Dual-Port 10/100/1000					
RAID Controller					
Remote Access Card					
DVD-ROM					
Redundant Fans / Power					
Dual Fiber Qlogic HBA					
Windows 2003 Server					
3YR 24x7x4HR Maintenance					
2U					
495.3 watts 2.38 Amps					
Nortel VPN Gateway 3050/Alteon Firewall 6616/Alteon 3408 Switch.					
In support of Edison environment (maximum appliance cost = \$176,904.00; recovered via lump sum)	N/A	N/A	N/A	N/A	N/A
In support of Enterprise Network (Total appliance cost = \$176,904.00; recovered over 28 months)	N/A	N/A	6318.00	6318.00	6318.00
Nortel Networks VPN Gateway 3050 - 1U, 2 Gigabit Ethernet (10/100/1000 Base-T) copper ports. Includes SSL VPN - 10 User License (EB1639096). CPC: A0521501					
VPN Gateway 3050 Nortel Express Technology Support - Plus Next Bus Day-SL339					
SSL VPN - 50 user license. CPC: A0506209					
Alteon Application Switch 3408 not available in APAC, Fixed Configuration - 1U rack mountable, 110/220V, 50/60Ghz autoselect, 8 ports 10/100/1000 BT, 8 - SFP Sockets, 4 ports GE in SFP, Standard WebOS preloaded. CPC:A0888838					
Application Switch 3408 Nortel Express Technology Support - Plus Next Bus Day-SL312					
Global Server Load Balancing feature pack for Alteon Application Switch (CD-ROM, Manual). Feature pack					

includes a key to enable global server load balancing on the designated platform. CPC:A0990320					
1-port 1000Base-SX Small Form Factor Pluggable GBIC LC Connector CPC:A0539306					
Alteon Switched Firewall 6616 includes one ASF Accelerator 6600 and one ASF Director 5016					
Alteon Switched Firewall Accelerator 6600 - Fixed configuration,					
Alteon Switched Firewall Director 5016 -					
1-port 1000Base-SX Small Form Factor Pluggable GBIC LC Connector CPC:A0539306					
Nortel Passport.					
In support of Edison environment (maximum appliance cost = \$213,120.00; recovered via lump sum)	N/A	N/A	N/A	N/A	N/A
In support of Enterprise Network (Total appliance cost = \$213,119.20; recovered over 28 months)	N/A	N/A	7,611.40	7,611.40	7,611.40
Ethernet Routing Switch 8610 10 slot 4X Chassis Bundle.Includes 8610 chassis, one 8005AC power supply, one Routing Software License and one 8692SF Switch Fabric/CPU's to enable redundant terabit core configurations-order power cord separately CPC:N0028042					
Passport 8692SF Switch Fabric/CPU to enable redundant terabit core configurations. One required with R Modules, 2nd for load-sharing and redundancy. May be used with E and M modules. Includes 256MB SDRAM and 64MB PCMCIA. CPC: A0891821					
8648GTR Routing Switch Module. 48 port autosensing 10BASE-T/100BASE-TX/1000Base-T Ethernet Layer 3 switching interfaces. The 8648GTR is operable with the 8692SF only.					
Ethernet Routing Switch 8648TXE. 48 port autosensing 10BASE-T/100BASE-TX Ethernet Layer 3 switching interface.					
Ethernet Routing Switch 8632TXE. 32 10/100TX plus 2 GBIC interface module. Requires Release 3.1.2 or higher.					
Power Cord 20A/125V NEMA 5-20, North America.					
Ethernet Routing Switch 8608SXE. 8 port 1000BASE-SX Gigabit Ethernet interface module.					
8005AC 100-240 VAC 1140W/1462W Power Supply. At least one power supply required per 8006, 8010 or 8010co chassis. Lower output at 110VAC. Cannot mix with 8004 series supplies. Power cord ordered separately-use AA00200xx series cords.					
Ethernet Routing Switch 8600 10 Slot Nortel Express Technology Support - Plus Next Bus Day-SL187					
Cisco Catalyst 4948 Switch					
In support of Enterprise Network (Total appliance cost = \$32,004.00; recovered over 28 months)	N/A	N/A	1,143.00	1,143.00	1,143.00
IPB Cisco IOS Software					
48*10/100/1000+2*10GE(X2)					
Catalyst 4948 300-Watt AC Power Supply Redundant					
10GBASE-LR X2 Module					



CONTRACT AMENDMENT

Agency Tracking # 31701-03008	Edison ID 2895	Contract # FA-07-20944	Amendment # 3
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Contractor SunGard Availability Services LP	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 23-2106195
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Amendment Purpose/ Effects
Add disaster recovery services for Revenue and the Enterprise Network, as provided for in Contract Section C.3.b.

Contract Begin Date May 1, 2007	Contract End Date April 30, 2012	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s)
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007			\$289,468.00		\$289,468.00
2008			\$1,447,340.00		\$1,447,340.00
2009			\$1,447,340.00		\$1,447,340.00
2010			\$434,202.00		\$434,202.00
2011			\$434,202.00		\$434,202.00
2012			\$289,475.00		\$289,475.00
TOTAL:			\$4,342,027.00		\$4,342,027.00

American Recovery and Reinvestment Act (ARRA) Funding - YES NO

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone # <i>Jane Chittenden (615) 741-1624</i>	
END DATE AMENDED? <input type="checkbox"/> YES <input type="checkbox"/> NO			Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred) <i>Ma Agy</i>	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY		
2007	\$289,468.00			
2008	\$1,447,340.00			
2009	\$1,447,340.00			
2010	\$434,202.00			
2011	\$434,202.00			
2012	\$289,475.00			
TOTAL:	\$4,342,027.00	\$0.00	Speed Code <i>FA00000222</i>	Account Code <i>72203000</i>

— OCR USE —

M. J. [Signature]

F&A Secured Document

FA0720944-03

Procurement Process Summary (non-competitive, FA- or ED-type only)
F&A technical staff negotiated reasonable rates for the new line items with the Contractor.

**AMENDMENT THREE
TO FA-07-20944-00 (EDISON #2895)**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and SunGard Availability Services LP, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section A.1 is deleted in its entirety and replaced with the following:
 - A.1. The Contractor will provide the State with Recovery Services as set forth in this Scope of Services and the State's Competitive Negotiation RFS# 317.03-162-07 (hereinafter referred to as the "CN"), issued on January 12, 2007, which is incorporated and made part of this Contract.

Disaster Recovery Requirements. The Contractor shall manage and deliver the Recovery Services in accordance with requirements stated in the following Contract Attachments:

- Attachment A: Mainframe Requirements
- Attachment B: TennCare Equipment Requirements
- Attachment C: Enterprise Windows/Linux Requirements
- Attachment D: Enterprise UNIX Requirements
- Attachment E: Print/Mail Requirements
- Attachment F: Unit Rates
- Attachment G: Attestation RE Personnel Used In Contract Performance
- Attachment H: HIPAA Business Associate Agreement
- Attachment I: Recovery Services
- Attachment J: Output Recovery Services
- Attachment K: Managed IT Services
- Attachment L: High Availability Services
- Attachment M: Financial Institutions Equipment Requirements
- Attachment N: Other Equipment Requirements
- Attachment O: Edison Requirements
- Attachment P: Revenue Requirements
- Attachment Q: Enterprise Requirements

2. The text of Contract Section A.3 is deleted in its entirety and replaced with the following:
 - A.3. The Contractor shall provide Recovery Services for two types of Disaster Declarations - Infrastructure Disaster Declaration and Print-Only Disaster Declaration. The State will declare an Infrastructure Disaster Declaration by Environment(s) when service delivery capabilities for the Environment(s) are interrupted. This may include, but will not be limited to, Print/Mail Services for the declared Environment(s). The State will declare a Print-Only Disaster Declaration when printing capabilities alone are interrupted and only the services included in the Mail/Print Services Environment are required. Access to a Recovery Center will be available within 24 hours of Disaster Declaration.

The Contractor will provide and maintain a minimum of three (3) Recovery Centers from which the Environments in Attachments A through D, Attachment M, and Attachments O through Q may be provided. At least two (2) of the Recovery Centers must be more than fifty (50) miles apart. With regard to the Mainframe Requirements expressed in Contract Attachment A, at a minimum, the number of 9840C Tape Drives expressed therein shall be available for State use in at least one of the three Recovery Centers; the other two Recovery Centers are not required to have 9840C drives in the numbers expressed in Contract Attachment A. However, if additional 9840C drives do become available at the other two Recovery Centers during the term of this Contract, the State shall have the right to use these drives for its recovery efforts. The Contractor will provide and maintain

a minimum of one (1) Recovery Center from which Print/Mail Services (Attachment E) may be provided.

The State recognizes that equivalent equipment may be substituted to meet the State's requirements as defined in Attachments A through E and M and N. Such substitutions will require approval of the State.

3. The text of Contract Section A.9.b, Service Table (Part 2), is deleted in its entirety and replaced with the following:

Service	Edison	Revenue
Minimum Hours Per Test	Unlimited *	Unlimited *
Tests Per Contract Year	Unlimited *	Unlimited *
Total Testing Hours Included in Subscription Fee	Unlimited *	Unlimited *
Blocks of Additional Testing Time	N/A	N/A
Technical Support Assistance	Yes	Yes
Non-Intrusive Analysis Tool to Determine State's Configuration	No	No
Operating Systems Pre-loaded to State's Requirements	N/A	N/A
Remote Management Console via Dial-up or Internet (Contractor to Supply Special Remote Software Required)	No	No
Data Destruction Services (Deletion of all State Data from Contractor Systems Confirmed in Writing)	Yes	Yes
Tape Handling Services	No	No
Data Restoration Services	No	No
Data Replication Services	No	No

- * The State may test and access the dedicated/standalone Edison and Revenue environments in an unlimited manner, without incurring additional test allocation or test time fees. However, if interdependencies exist for a particular test event that require access to resources in other environments described in this Contract or SunGard shared services, such as shared SAN, then the State will incur test allocation and test time fees applicable to the environments, as described in Contract section C.3.

4. The text of Contract Section C.3.b is deleted in its entirety and replaced with the following:

C.3.b. During the term of the Contract, the State reserves the right to add or delete Resources or Hardware from the Environments listed in Attachments A through E and/or M through Q. The Contractor will be notified in writing of changes to the Environments and copy of such dated notice will be filed with the Contract. The Contractor shall have one month, upon receipt of the written notice, to address the changes. The Contract will be amended to update Attachments A through E and the Subscription Fee per Month to the then current Resource or Hardware levels only when amendments are required to add or change Unit Rates or to increase the maximum liability.

C.3.b.i. For the addition of a Resource or Hardware that is listed in Attachments A through E and/or M through Q, the Monthly Unit Rate quoted in Attachment F will apply to the portion of the additional quantity of such Resource or Hardware that is available to the State at its primary Recovery Center. The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Resource or Hardware in Attachment F times the additional quantity of the Resource or Hardware.

C.3.b.ii. For the deletion of a Resource or Hardware that is listed in Attachments A through E and/or M through Q, the Monthly Unit Rate quoted in Attachment F will apply to the portion of the deleted quantity of such Resource or Hardware that is no longer needed by the State at its primary Recovery Center. The State's Subscription Fee per Month will be decreased by an amount equal to the Monthly Unit Rate for the Resource or Hardware in Attachment F times the deleted quantity of the Resource or Hardware.

C.3.b.iii. The State may add a Resource or Hardware not listed in Attachments A through E and/or M through Q, where such additional Resource or Hardware or equivalent equipment is available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base.

If the State adds a Resource or Hardware not listed in attachments A through E and/or M through Q, where such additional Resource or Hardware or equivalent equipment is available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base, it will be necessary to amend this contract to include an Attachment F Monthly Unit Rate for the additional Resource or Hardware with pricing fixed for the duration of the Contract.

The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Resource or Hardware in the amended Attachment F times the quantity of the Resource or Hardware that is required by the State at its primary Recovery Center.

C.3.b.iv. The State may add a Resource or Hardware not listed in Attachments A through E and/or M through Q, where such additional Resource or Hardware or equivalent equipment is not available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base (called "Nonstandard Equipment"). In which case, the State acknowledges that the Contractor may need to acquire such additional Resource or Hardware solely for the State. If, in order to support the State's requirements, the Contractor must acquire Nonstandard Equipment, the Contractor will provide the State a description of a) the quantity and type of Nonstandard Equipment acquired and b) the total investment amount incurred by the Contractor to acquire such Nonstandard Equipment. Upon written approval from the State, the Contractor will acquire such Nonstandard Equipment.

If the State adds a Resource or Hardware not listed in attachments A through E and/or M through Q, where such additional Resource or Hardware or equivalent "Nonstandard Equipment" that is not available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base, it will be necessary to amend this contract to include an Attachment F Monthly Unit Rate for the additional Resource or Hardware with pricing fixed for the duration of the Contract. Said

Monthly Unit Rate will be computed by dividing the Contractor's investment amount by the number of whole months between the date such Nonstandard Equipment is acquired and April 30, 2012. "Investment amount" includes the acquisition price, as well as any maintenance fees associated with the Nonstandard Equipment.

The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Nonstandard Equipment in the amended Attachment F times the quantity of the Nonstandard Equipment required by the State at its primary Recovery Center.

For the deletion of Nonstandard Equipment that is listed in Attachments A through E and/or M through Q, the State will pay, in a lump sum, the Monthly Unit Rate quoted in Attachment F for Nonstandard Equipment, times the deleted quantity of Nonstandard Equipment, times the remaining months through April 30, 2012. At the State's sole option, the Contractor will transfer ownership or license rights for the deleted Nonstandard Equipment to the State and ship such equipment to the State, unless otherwise agreed at the time of purchase. The State will pay all shipping fees. The Monthly Unit Rate quoted in Attachment F will apply to the portion of the deleted quantity of such Nonstandard Equipment that is no longer needed by the State at its primary Recovery Center. The State's Subscription Fee per Month will be decreased by an amount equal to the Monthly Unit Rate for the Nonstandard Equipment in Attachment F times the deleted quantity of the Nonstandard Equipment.

- C.3.b.v. The Unit Rates for the following Optional Services and Disaster Declaration Services may be increased or decreased when Resources or Hardware are added or deleted. To initiate the Unit Rate increases, the Contractor must provide the reasons for the increase to the State in writing. It will be necessary to amend this contract to effect such adjusted Unit Rates.

Optional Services

Additional Testing Time Per 4-Hour Block (for Attachments A through E and Attachments M and O through P)

Contractor Data Restoration Services Per Month (for Attachments A through D and Attachments M and O through P)

Disaster Declaration Services

Recovery Center Usage Per Day (for Attachments A through E and Attachments M and O through P)

Cold Site Usage Per Day (for Attachments A through D and Attachments M and O through P)

The State will not incur declaration or daily usage fees for testing and recovery of the dedicated/standalone Edison and Revenue environments, which are described in Contract Attachments O and P. However, if interdependencies exist for a particular test event that require access to other environments described in this Contract, then the State will incur testing and disaster declaration fees applicable to those environments, as described in Contract Section C.3.

- C.3.b.vi. After six (6) months from the beginning of the Contract, the State may remove entire Environment(s) listed in Attachments A through E and/or M and O through Q from the Contract at its sole discretion. The Contractor will be given at least thirty (30) days prior written notice of the removal with said notice to specify the removed Environment(s) and the date after which the Contractor is no longer obligated to provide services for the Environment(s), including but not limited to any service which is the subject of a subcontract between Contractor and a third party. The removal of Environment(s) by the State will not alter in any way the Contractor's obligations to the remaining Environments under this Contract. The State will discontinue payment of all fees associated with the removed Environment(s) and reimburse the Contractor for any Nonstandard Equipment as described in Contract Section C.3.b.iv as of the

date the State removes the Environment(s). The Contractor will have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the removal of Environment(s).

5. Contract Attachment F is deleted in its entirety and replaced with the new Contract Attachment F attached hereto.
6. Contract Attachment N is deleted in its entirety and replaced with the new Contract Attachment N attached hereto.
7. Contract Attachment P attached hereto is added as a new Contract Attachment.
8. Contract Attachment Q attached hereto is added as a new Contract Attachment.

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

SUNGARD AVAILABILITY SERVICES LP:

Joseph Markwordt 11-23-09
CONTRACTOR SIGNATURE DATE

Joseph Markwordt, VP SALES
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M.D. Goetz, Jr. 11-24-09
M. D. GOETZ, JR., COMMISSIONER *MOA* DATE

UNIT RATES

Environment Costs

This table shows the services cost for the Environments specified in Contract Attachments A through E and M through Q.

Subscription Fee Per Month is the monthly rate to provide Disaster Recovery Facilities and Testing for the specified Environment.

Optional Services are services that may be requested by the State during a Test or Disaster.

Disaster Declaration Services are services that may be requested by the State during a Disaster.

Contract Attachment A - Mainframe Configuration	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	27,500.00	27,500.00	27,500.00	27,500.00	27,500.00
Optional Services					
Additional Testing Time Per 4-Hour Block	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Contractor Data Restoration Services Per Month	2,358.00	2,358.00	2,358.00	2,358.00	2,358.00
Disaster Declaration Services					
Declaration Fee Per Incident	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Cold Site Usage Per Day	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Contract Attachment B - TennCare Equipment	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	11,595.00	11,595.00	11,595.00	11,595.00	11,595.00
Optional Services					

Additional Testing Time Per 4-Hour Block	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	6,059.00	6,059.00	6,059.00	6,059.00	6,059.00
Continuous Data Replication (RPO <= 5 minutes) for SAN Technology Per GB Per Month	26.10	26.10	26.10	26.10	26.10
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	22.50	22.50	22.50	22.50	22.50
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per GB Per Month	20.62	20.62	20.62	20.62	20.62
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	19.15	19.15	19.15	19.15	19.15
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	18.89	18.89	18.89	18.89	18.89
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	18.27	18.27	18.27	18.27	18.27
Batch Data Replication (RPO = 8 hours) for SAN Technology Per GB Per Month	18.27	18.27	18.27	18.27	18.27
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	14.03	14.03	14.03	14.03	14.03
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00

Recovery Center Usage Per Day (Days 31 Through 42)	8,750.00	8,750.00	8,750.00	8,750.00	8,750.00
Cold Site Usage Per Day	10,500.00	10,500.00	10,500.00	10,500.00	10,500.00
Contract Attachment C - Enterprise Windows/Linux	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
Optional Services					
Additional Testing Time Per 4-Hour Block	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	4,334.00	4,334.00	4,334.00	4,334.00	4,334.00
Continuous Data Replication (RPO <= 5 minutes) for SAN Technology Per GB Per Month	28.02	28.02	28.02	28.02	28.02
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	23.67	23.67	23.67	23.67	23.67
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per GB Per Month	22.15	22.15	22.15	22.15	22.15
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	21.50	21.50	21.50	21.50	21.50
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	20.86	20.86	20.86	20.86	20.86
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication	20.32	20.32	20.32	20.32	20.32

(RPO = 8 hours) for SAN Technology Per GB Per Month					
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	16.00	16.00	16.00	16.00	16.00
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
Cold Site Usage Per Day	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00
Contract Attachment D - Enterprise UNIX	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	6,700.00	6,700.00	6,700.00	6,700.00	6,700.00
Optional Services					
Additional Testing Time Per 4-Hour Block	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	6,540.00	6,540.00	6,540.00	6,540.00	6,540.00
Continuous Data Replication (RPO <= 5 minutes) for SAN Technology Per GB Per Month	28.02	28.02	28.02	28.02	28.02
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	23.67	23.67	23.67	23.67	23.67
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per	22.15	22.15	22.15	22.15	22.15

GB Per Month					
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	21.50	21.50	21.50	21.50	21.50
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	20.86	20.86	20.86	20.86	20.86
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication (RPO = 8 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	16.00	16.00	16.00	16.00	16.00
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	13,750.00	13,750.00	13,750.00	13,750.00	13,750.00
Cold Site Usage Per Day	16,500.00	16,500.00	16,500.00	16,500.00	16,500.00
Contract Attachment E - Print/Mail Services	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	14,050.00	14,050.00	14,050.00	14,050.00	14,050.00
Optional Services					
Additional Testing Time Per 4-Hour Block	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
Print MICR Checks 8 1/2" X 11" Per 1000	35.04	35.04	35.04	35.04	35.04
Print Simplex/Duplex Pages Per 1000	30.02	30.02	30.02	30.02	30.02
Print Continuous Forms Simplex/Duplex Per 1000	20.02	20.02	20.02	20.02	20.02
Fold, Insert, and Prepare to Mail Forms/Letters Per 1000 Envelopes	30.00	30.00	30.00	30.00	30.00
Label, Package and Prepare to Ship Print	10.00	10.00	10.00	10.00	10.00

Per 1000 Print Items (items include pages, forms, and envelopes)					
Disaster Declaration Services					
Print-Only Declaration Fee Per Incident	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Print-Only Alert Fee Per Incident	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Print-Only Recovery Center Usage per Day	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Contract Attachment M – Financial Institutions	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	400.00	400.00	400.00	400.00	400.00
Optional Services					
Additional Testing Time Per 4-Hour Block	1000.00	1000.00	1000.00	1000.00	1000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Contractor Data Restoration Services Per Month	N/A	N/A	N/A	N/A	N/A
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (first 30 days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (day 31 through day 42)	1250.00	1250.00	1250.00	1250.00	1250.00
Cold Site Usage Per Day	1375.00	1375.00	1375.00	1375.00	1375.00
Contract Attachment O - Edison	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month (Sum of the Monthly Rates for the purchase of Nonstandard	N/A	N/A	12,359.60	12,359.60	12,359.60

Equipment)					
Optional Services					
Testing Time Per 4-Hour Block – Shared SAN	N/A	N/A	150.00	150.00	150.00
Data Destructions Per GB of Data on Contracted DASD	N/A	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	N/A	50.00	50.00	50.00	50.00
Disaster Declaration Services					
Declaration Fee Per Incident	N/A	0.00	0.00	0.00	0.00
Alert Fee Per Incident	N/A	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	N/A	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	N/A	0.00	0.00	0.00	0.00
Cold Site Usage Per Day	N/A	0.00	0.00	0.00	0.00
Contract Attachment P - Revenue					
	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month (Sum of the Monthly Rates for the purchase of Nonstandard Equipment)	N/A	N/A	3,664.25	3,664.25	3,664.25
Optional Services					
Additional Testing Time Per 4-Hour Block	N/A	N/A	N/A	N/A	N/A
Data Destructions Per GB of Data on Contracted DASD	N/A	N/A	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	N/A	N/A	50.00	50.00	50.00
Disaster Declaration Services					
Declaration Fee Per Incident	N/A	N/A	0.00	0.00	0.00
Alert Fee Per Incident	N/A	N/A	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	N/A	N/A	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	N/A	N/A	0.00	0.00	0.00
Cold Site Usage Per Day	N/A	N/A	0.00	0.00	0.00

Contract Attachment Q - Enterprise	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month (Sum of the Monthly Rates for the purchase of Nonstandard Equipment)	N/A	N/A	15,496.65	15,496.65	15,496.65
Optional Services					
Data Destructions Per GB of Data on Contracted DASD	N/A	N/A	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	N/A	N/A	50.00	50.00	50.00
Disaster Declaration Services					
Declaration Fee Per Incident	N/A	N/A	0.00	0.00	0.00
Alert Fee Per Incident	N/A	N/A	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	N/A	N/A	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	N/A	N/A	0.00	0.00	0.00
Cold Site Usage Per Day	N/A	N/A	0.00	0.00	0.00

Component Costs

This table shows the increase/decrease to the Subscription Fee Per Month to add/delete components in the Environments specified in Contract Attachments A through E and M through Q.

Standard Configuration and Additional Components are priced for the indicated server type. Standard Configuration denotes the minimum server configuration required by the State. Additional Components denote the components that may be added to the server to upgrade the components beyond the Standard Configuration.

Note: All rates are per month.

Mainframe Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
50 Gartner MIP	250.00	250.00	250.00	250.00	250.00
2 GB Main Storage	2.00	2.00	2.00	2.00	2.00
100 GB DASD Useable formatted – NOT RAW SPACE	7.00	7.00	7.00	7.00	7.00
1 Open Systems Adapter (OSA)	4.00	4.00	4.00	4.00	4.00
1 4000 Mod 1 Printer	14.00	14.00	14.00	14.00	14.00
1 3490 Tape Drive	1.00	1.00	1.00	1.00	1.00
1 3590 Tape Drive (Mod E11)	2.00	2.00	2.00	2.00	2.00
1 3174 Mod 11L Local Terminal Control Unit	1.00	1.00	1.00	1.00	1.00
1 3194 Mod 5 Operator Console	2.00	2.00	2.00	2.00	2.00
1 3745-x1A (16MB, 10 CA, 4 high speed scanners, 64 LIC1, 64 LIC3, 5 56Kb ports)	62.00	62.00	62.00	62.00	62.00
1 3746/900 (2 ESCON, 2 TR TIC3, 4 LIC11 (12 V.24, 3 V.35))	62.00	62.00	62.00	62.00	62.00
1 19.2 Kb Circuits (Dial-up)	1.00	1.00	1.00	1.00	1.00
1 3287/002 Printer	14.00	14.00	14.00	14.00	14.00
1 DRS Circuit/ DS-3 access	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
1 DRS Circuit/ T1.5 Mb Access Link	275.00	275.00	275.00	275.00	275.00
9840C Tape Drive	5.00	5.00	5.00	5.00	5.00
STK 9310 Silo	50.00	50.00	50.00	50.00	50.00
UNIX Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
Standard SUN V240 Configuration					
1 SUN V240	161.00	161.00	161.00	161.00	161.00
2 1.5GHz Processors					
4 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN V240 Components					
1 1.5GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00

1 10/100BaseT	1.00	1.00	1.00	1.00	1.00
Standard SUN V440 Configuration					
1 SUN V440	460.00	460.00	460.00	460.00	460.00
4 1.593GHz Processor					
16 GB Memory					
4 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN V440 Components					
1 Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
Standard Sunfire V890 Configuration					
1 SunFire V890	485.00	485.00	485.00	485.00	485.00
4 1.5GHz Processor					
16 GB Memory					
4 146 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional Sunfire V890 Components					
1 1.5Ghz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 Quad Fast Ethernet Card	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x100BaseT	1.00	1.00	1.00	1.00	1.00
1 LP9002L Fiber Adapter	2.00	2.00	2.00	2.00	2.00
Standard SUN 1280 Configuration					
1 SUN 1280	335.00	335.00	335.00	335.00	335.00
4 1.5GHz Processor					
12 GB Memory					
2 36 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN 1280 Components					
1 1.5GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
Standard SUN T2000 Configuration					
1 SUN T2000	317.00	317.00	317.00	317.00	317.00
1 1GHz Processor					
8 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN T2000 Components					
1 1GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
Standard SUN 4900 Configuration					
1 SunFire 4900	470.00	470.00	470.00	470.00	470.00
4 1.35GHz Dual Core Ultraspark 4 Processor					
16 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN 4900 Components					
1 1.35GHz Dual Core Ultraspark 4 Processor	8.00	8.00	8.00	8.00	8.00

1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 SCSI Adapter	1.00	1.00	1.00	1.00	1.00
1 Quad Fast Ethernet Card	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x100BaseT	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x1000BaseT	1.00	1.00	1.00	1.00	1.00
1 10/100BaseT	1.00	1.00	1.00	1.00	1.00
1 LP9002L Fiber Adapter	2.00	2.00	2.00	2.00	2.00
1 6560 Fiber Adapter	2.00	2.00	2.00	2.00	2.00
Standard SUN V420R Configuration					
1 Sun 420R Server	400.00	400.00	400.00	400.00	400.00
2 Processors					
4 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Windows/Linux Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
Standard HP DL380 G4 Configuration					
HP DL380 G4	57.00	57.00	57.00	57.00	57.00
2 3.6Ghz Xeon processors					
2 GB Memory					
4 72 GB Ultra320 SCSI hard drives (RAID 5)					
Additional HP DL380 G4 Components					
1 GB Memory	3.00	3.00	3.00	3.00	3.00
1 72 GB Ultra320 SCSI hard drives (RAID 5)	36.00	36.00	36.00	36.00	36.00
1 146 GB Ultra320 SCSI hard drives (RAID 5)	72.00	72.00	72.00	72.00	72.00
1 Dual Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
Standard HP DL580 G3 Configuration					
HP DL580 G3	51.00	51.00	51.00	51.00	51.00
4 3.33Ghz Xeon processors					
4 GB PC2-3200 ECC Memory					
4 72 GB Ultra320 SCSI hard drive					
Additional HP DL580 G3 Components					
1 GB PC2-3200 ECC Memory	3.00	3.00	3.00	3.00	3.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 146 GB Ultra320 SCSI hard drive	36.00	36.00	36.00	36.00	36.00
1 72GB 15K RPM Local Hard Disks	72.00	72.00	72.00	72.00	72.00
1 Single Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
1 Gigabit Network Connection (2 Onboard + 2 dual port NIC Cards)	1.00	1.00	1.00	1.00	1.00
Standard Dell PowerEdge 2850 Configuration					
Dell PowerEdge 2850	57.00	57.00	57.00	57.00	57.00
2 3.6Ghz Xeon processors					
2 GB Memory					
4 72 GB Ultra320 SCSI hard drives (RAID 5)					
Additional Dell PowerEdge 2850 Components					
1 GB Memory	3.00	3.00	3.00	3.00	3.00
1 72 GB Ultra320 SCSI hard drives (RAID 5)	36.00	36.00	36.00	36.00	36.00

1 146 GB Ultra320 SCSI hard drives (RAID 5)	72.00	72.00	72.00	72.00	72.00
1 Dual Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
Standard Dell PowerEdge 6850 Configuration					
Dell PowerEdge 6850	87.00	87.00	87.00	87.00	87.00
4 3.33Ghz Xeon processors					
4 GB PC2-3200 ECC Memory					
4 72 GB Ultra320 SCSI hard drive					
Additional Dell PowerEdge 6850 Components					
1 GB PC2-3200 ECC Memory	3.00	3.00	3.00	3.00	3.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 146 GB Ultra320 SCSI hard drive	72.00	72.00	72.00	72.00	72.00
1 72GB 15K RPM Local Hard Disks	36.00	36.00	36.00	36.00	36.00
1 Single Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
1 Gigabit Network Connection (2 Onboard + 2 dual port NIC Cards)	1.00	1.00	1.00	1.00	1.00
UNIX/Windows/Linux SAN Storage	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
10 GB Storage on SAN (usable formatted space with RAID 5 configuration - NOT RAW SPACE)	7.00	7.00	7.00	7.00	7.00
Print/Mail Services Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
MICR Checks 8 1/2" X 11" Per 1000	35.04	35.04	35.04	35.04	35.04
Simplex/Duplex Pages Per 1000	30.02	30.02	30.02	30.02	30.02
Continuous Forms Simplex/Duplex Per 1000	20.02	20.02	20.02	20.02	20.02
OTHER COMPONENTS	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
DS3 Circuit	25% Markup				
T-1 Circuit	25% Markup				
Cabinets for OIR Owned Equipment					
Server Cabinet	N/A	1600.00	1600.00	1600.00	1600.00
Server Cabinet additional A&B Side AC Circuit 208/220V 30A	N/A	1065.00	1065.00	1065.00	1065.00
Server Cabinet additional A&B Side AC Circuit 120 V 30A	N/A	615.00	615.00	615.00	615.00
DDR Cabinet	N/A	1600.00	1600.00	1600.00	1600.00
DDR Cabinet additional A&B Side AC Circuit 120 V 30A	N/A	615.00	615.00	615.00	615.00
Network Cabinet	N/A	1600.00	1600.00	1600.00	1600.00
Network Cabinet additional A&B Side AC Circuit 120 V 30A	N/A	615.00	615.00	615.00	615.00
Per Cabinet Installation Fee (36 month recovery)	N/A	N/A	21.11	21.11	21.11
Per Circuit Installation Fee (36 month recovery)	N/A	N/A	19.44	19.44	19.44
Per Cabinet Installation Fee (28 month recovery)	N/A	N/A	27.14	27.14	27.14
Per Circuit Installation Fee (28 month recovery)	N/A	N/A	24.99	24.99	24.99
LAN Recovery Services	N/A	200.00	200.00	200.00	200.00

OS Startup Services	N/A	592.00	592.00	592.00	592.00
Tape Backup System					
L700 Tape Library	50.00	50.00	50.00	50.00	50.00
LTO-3 Tape Drives	5.00	5.00	5.00	5.00	5.00
LTO-2 Tape Drives (already on contract)	5.00	5.00	5.00	5.00	5.00
Other – Network Related					
Fiber Run in support of the Edison, Enterprise Network, and Revenue environments (Total cost = \$2,399.04; recovered over 28 months)	N/A	N/A	3.57	3.57	3.57
Patch Panel for Cabinets in support of Edison, Enterprise Network, and Revenue environments (Total cost = \$2,810.08; recovered over 28 months)	N/A	N/A	7.72	7.72	7.72
Cat5E Connections for Cabinets (24 per Cabinet) in support of Edison, Enterprise Network, and Revenue environments (Total cost = \$1,234.80; recovered over 28 months)	N/A	N/A	6.30	6.30	6.30
NONSTANDARD EQUIPMENT	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
Sun X4600 AMD servers					
In support of Edison environment (Total cost per server = \$7,200.00; recovered over 36 months)	N/A	N/A	200.00	200.00	200.00
Processor(s): (8) Quad Core 2.3GHz AMD CPUs					
(4) 144GB Hard Drive					
128 GB RAM Memory					
(1) Quad-Port 10/100/1000					
RAID Controller					
DVD/RW-ROM					
Redundant Fans / Power					
(2) 4 Gb Dual Fiber HBA					
3yr 24X7X4hr Maintenance					
Sun X4600 AMD servers					
In support of Edison environment (Total cost per server = \$4,773.60; recovered over 36 months)	N/A	N/A	132.60	132.60	132.60
(4) Quad Core 2.3GHz AMD CPUs					
(4) 144GB Drives Hard Drive					
64GB RAM Memory					
(1) Quad-Port 10/100/1000					
RAID Controller					
DVD/RW-ROM					
(2) 4 Gb Dual Fiber HBA					
Redundant Fans / Power					
3yr 24X7X4hr Maintenance					
HP DL380 G6					
In support of Revenue environment (Total cost per server = \$20,519.80; recovered over 28 months)	N/A	N/A	732.85	732.85	732.85
2 1.86Ghz Xeon processors					
4 GB Memory					
2 300GB Ultra320 SCSI hard drives (RAID 5)					

Dell R610					
In support of Enterprise Network (Total cost per server = \$11,879.00; recovered over 28 months)	N/A	N/A	424.25	424.25	424.25
(2)x1.86GHz DC INTEL XEON					
8GB					
2x300GB Drives					
Dual-Port 10/100/1000					
Quad 10/100/1000 RAID					
Remote Access Card					
DVD-RW/DVD					
Redundant Fans / Power					
Dual Fiber Qlogic HBA					
3YR 24x7x4HR Maintenance					
Dell 2950 Console Server					
In support of Edison environment (Total cost per server = \$11,880.00; recovered over 36 months)	N/A	N/A	330.00	330.00	330.00
(1) Intel Quad-Core Xeon 3.0GHz					
4GB					
(4) 73GB 15K Drives					
(2) Dual-Port 10/100/1000					
RAID Controller					
Remote Access Card					
DVD-ROM					
Redundant Fans / Power					
Dual Fiber Qlogic HBA					
Windows 2003 Server					
3YR 24x7x4HR Maintenance					
2U					
495.3 watts 2.38 Amps					
Nortel VPN Gateway 3050/Alteon Firewall 6616/Alteon 3408 Switch.					
In support of Edison environment (Total appliance cost = \$176,904.00; recovered over 36 months)	N/A	N/A	4,914.00	4,914.00	4,914.00
In support of Enterprise Network (Total appliance cost = \$176,904.00; recovered over 28 months)	N/A	N/A	6318.00	6318.00	6318.00
Nortel Networks VPN Gateway 3050 - 1U, 2 Gigabit Ethernet (10/100/1000 Base-T) copper ports. Includes SSL VPN - 10 User License (EB1639096). CPC: A0521501					
VPN Gateway 3050 Nortel Express Technology Support - Plus Next Bus Day-SL339					
SSL VPN - 50 user license. CPC: A0506209					
Alteon Application Switch 3408 not available in APAC, Fixed Configuration - 1U rack mountable, 110/220V, 50/60Ghz autoselect, 8 ports 10/100/1000 BT, 8 - SFP Sockets, 4 ports GE in SFP, Standard WebOS preloaded. CPC:A0888838					
Application Switch 3408 Nortel Express Technology Support - Plus Next Bus Day-SL312					
Global Server Load Balancing feature pack for Alteon Application Switch (CD-ROM, Manual). Feature pack					

includes a key to enable global server load balancing on the designated platform. CPC:A0990320					
1-port 1000Base-SX Small Form Factor Pluggable GBIC LC Connector CPC:A0539306					
Alteon Switched Firewall 6616 includes one ASF Accelerator 6600 and one ASF Director 5016					
Alteon Switched Firewall Accelerator 6600 - Fixed configuration,					
Alteon Switched Firewall Director 5016 -					
1-port 1000Base-SX Small Form Factor Pluggable GBIC LC Connector CPC:A0539306					
Nortel Passport.					
In support of Edison environment (Total appliance cost = \$213,120.00; recovered over 36 months)	N/A	N/A	5,920.00	5,920.00	5,920.00
In support of Enterprise Network (Total appliance cost = \$213,119.20; recovered over 28 months)	N/A	N/A	7,611.40	7,611.40	7,611.40
Ethernet Routing Switch 8610 10 slot 4X Chassis Bundle. Includes 8610 chassis, one 8005AC power supply, one Routing Software License and one 8692SF Switch Fabric/CPU to enable redundant terabit core configurations-order power cord separately CPC:N0028042					
Passport 8692SF Switch Fabric/CPU to enable redundant terabit core configurations. One required with R Modules, 2nd for load-sharing and redundancy. May be used with E and M modules. Includes 256MB SDRAM and 64MB PCMCIA. CPC: A0891821					
8648GTR Routing Switch Module. 48 port autosensing 10BASE-T/100BASE-TX/1000Base-T Ethernet Layer 3 switching interfaces. The 8648GTR is operable with the 8692SF only.					
Ethernet Routing Switch 8648TXE. 48 port autosensing 10BASE-T/100BASE-TX Ethernet Layer 3 switching interface.					
Ethernet Routing Switch 8632TXE. 32 10/100TX plus 2 GBIC interface module. Requires Release 3.1.2 or higher.					
Power Cord 20A/125V NEMA 5-20, North America.					
Ethernet Routing Switch 8608SXE. 8 port 1000BASE-SX Gigabit Ethernet interface module.					
8005AC 100-240 VAC 1140W/1462W Power Supply. At least one power supply required per 8006, 8010 or 8010co chassis. Lower output at 110VAC. Cannot mix with 8004 series supplies. Power cord ordered separately-use AA00200xx series cords.					
Ethernet Routing Switch 8600 10 Slot Nortel Express Technology Support - Plus Next Bus Day-SL187					
Cisco Catalyst 4948 Switch					
In support of Enterprise Network (Total appliance cost = \$32,004.00; recovered over 28 months)	N/A	N/A	1,143.00	1,143.00	1,143.00
IPB Cisco IOS Software					
48*10/100/1000+2*10GE(X2)					
Catalyst 4948 300-Watt AC Power Supply Redundant					
10GBASE-LR X2 Module					

CONTRACT ATTACHMENT N

OTHER EQUIPMENT REQUIREMENTS

Attachment N - Other

Hardware	Year 1	Year 2	Year 3	Year 4	Year 5	Description
DR Communication Circuits						
DS3 Circuit	1	2	2	2	2	DS3 circuit from State's network to recovery centers
T-1 Circuit	1	1	1	1	1	T1 circuit used to perform testing exercises from recovery center to data center
Cabinets for OIR Owned Equipment						
Server Cabinet	0	1	2	2	2	Includes secure cabinet with (1) A&B Side AC Circuit 208/220V 30A and floor space to house OIR owned equipment
Server Cabinet additional A&B Side AC Circuit 208/220V 30A	0	1	2	2	2	Additional circuit for server cabinet
Server Cabinet additional A&B Side AC Circuit 120 V 30A	0	1	1	1	1	Additional circuit for server cabinet
DDR Cabinet	0	2	2	2	2	Includes secure cabinet with (1) A&B AC Circuit 120V 30A and floor space to house OIR owned equipment
DDR Cabinet additional A&B Side AC Circuit 120 V 30A	0	2	2	2	2	Additional circuit for DDR cabinet
Network Cabinet	0	2	3	3	3	Includes secure cabinet with (1) A&B AC Circuit 208/220V 30A and floor space to house OIR owned equipment
Network Cabinet additional A&B Side AC Circuit 120 V 30A	0	2	3	3	3	Additional circuit for network cabinet
Per Cabinet Installation Fee	0	0	5	5	5	Per each installed cabinet; 36 month recovery of installation fee
Per Circuit Installation Fee	0	0	6	6	6	Per each installed additional circuit; 36 month recovery of installation fee
Per Cabinet Installation Fee	0	0	2	2	2	Per each installed cabinet; 28 month recovery of installation fee
Per Circuit Installation Fee	0	0	5	5	5	Per each installed additional circuit; 28 month recovery of installation fee
Tape Backup System						
L700 Tape Library	1	1	1	1	1	Used by ALL environments
LTO-3 Tape Drives	20	20	20	20	20	
LTO-2 Tape Drives	4	4	4	4	4	

Other -- Network Related						
Fiber Run in support of the Edison, Enterprise Network, and Revenue environments	0	0	24	24	24	
Patch Panel for Cabinets in support of Edison, Enterprise Network, and Revenue environments	0	0	13	13	13	
Cat5E Connections for Cabinets (24 per Cabinet) in support of Edison, Enterprise Network, and Revenue environments	0	0	7	7	7	

CONTRACT ATTACHMENT P

REVENUE EQUIPMENT REQUIREMENTS

Attachment P - Revenue

Resource	Year 1	Year 2	Year 3	Year 4	Year 5
HP DL380-G6 NOTE: for all components listed below, the quantities given in the Yearly columns are per-server quantities for each component.	N/A	N/A	5	5	5
Processor(s): (2) 1.86GHz XEON CPUs	N/A	N/A	2	2	2
(2) 300GB Hard Drive	N/A	N/A	4	4	4
GB RAM Memory	N/A	N/A	4	4	4
Quad-Port 10/100/1000	N/A	N/A	1	1	1
RAID Controller	N/A	N/A	1	1	1
DVD+RW	N/A	N/A	1	1	1
Redundant Fans / Power	N/A	N/A	1	1	1
3YR 24x7x4HR Maintenance	N/A	N/A	1	1	1

ENTERPRISE NETWORK REQUIREMENTS

Attachment Q - Enterprise

Resource	Year 1	Year 2	Year 3	Year 4	Year 5
Dell R610 Console Server NOTE: for all components listed below, the quantities given in the Yearly columns are per-server quantities for each component.	N/A	N/A	1	1	1
(2)x1.86GHz DC INTEL XEON	N/A	N/A	1	1	1
8GB	N/A	N/A	1	1	1
2x300GB Drives	N/A	N/A	4	4	4
Dual-Port 10/100/1000	N/A	N/A	2	2	2
Quad 10/100/1000 RAID	N/A	N/A	1	1	1
Remote Access Card	N/A	N/A	1	1	1
DVD-RW/DVD	N/A	N/A	1	1	1
Redundant Fans / Power	N/A	N/A	1	1	1
Dual Fiber Qlogic HBA	N/A	N/A	1	1	1
3YR 24x7x4HR Maintenance	N/A	N/A	1	1	1
Nortel VPN Gateway 3050/Alteon Firewall 6616/Alteon 3408 Switch NOTE: for all components listed below, the quantities given in the Yearly columns are per-switch quantities for each component.	N/A	N/A	1	1	1
EB1639E092E5 : Nortel Networks VPN Gateway 3050 - 1U, 2 Gigabit Ethernet (10/100/1000 Base-T) copper ports. Includes SSL VPN - 10 User License (EB1639096). CPC: A0521501	N/A	N/A	1	1	1
EB1412027E5 : Alteon Application Switch 3408 E - 1U rack mountable, 110/220V, 50/60Ghz autoselect, 8 ports 10/100/1000 BT, 8 - SFP Sockets, 4 ports GE in SFP, Standard WebOS preloaded. CPC:A0888838	N/A	N/A	1	1	1
AA1419013E5 : 1-port 1000Base-SX Small Form Factor Pluggable GBIC LC Connector	N/A	N/A	1	1	1
EB1639113 : Alteon Switched Firewall 6616 includes one ASF Accelerator 6600 and one ASF Director 5016	N/A	N/A	1	1	1
EB1639130 : Alteon Switched Firewall Director 5016 -	N/A	N/A	1	1	1
Nortel Passport NOTE: for all components listed below, the quantities given in the Yearly columns are per-switch quantities for each component.	N/A	N/A	1	1	1
DS1402001 : 8610 10 Chassis	N/A	N/A	1	1	1
DS1404065 : Passport 8692SF Switch Fabric/CPU to enable redundant terabit core configurations. One required with R Modules, 2nd for load-sharing and redundancy. May be used with E and M modules. Includes 256MB SDRAM and 64MB PCMCIA. CPC: A0891821	N/A	N/A	2	2	2

DS1404092 : 8648GTR Routing Switch Module. 48 port autosensing 10BASE-T/100BASE-TX/1000Base-T Ethernet Layer 3 switching interfaces.	N/A	N/A	4	4	4
Power Cord 20A/125V NEMA 5-20, North America.	N/A	N/A	3	3	3
DS1405012 : 8005AC 100-240 VAC 1140W/1462W Power Supply.	N/A	N/A	3	3	3
Ethernet Routing Switch 8600 10 Slot Nortel Express Technology Support - Plus Next Bus Day-SL187	N/A	N/A	1	1	1
DS1404063 : 8630GBR Routing Switch Module. 30 port SFP GBIC	N/A	N/A	1	1	1
Ethernet Routing Switch 8648TXE 48 port autosensing 10BASE-T/100Base-TX Ethernet Layer 3 switching interface	N/A	N/A	1	1	1
Ethernet Routing Switch 8648TXE 48 port autosensing 10BASE-T/100Base-TX Ethernet Layer 3 switching interface	N/A	N/A	1	1	1
Cisco Catalyst 4948 Switch NOTE: for all components listed below, the quantities given in the Yearly columns are per-switch quantities for each component.	N/A	N/A	1	1	1
IPB s/w	N/A	N/A	1	1	1
48*10/100/1000+2*10GE(X2)	N/A	N/A	1	1	1
Catalyst 4948 300-Watt AC Power Supply Redundant	N/A	N/A	2	2	2
10GBASE-LR X2 Module	N/A	N/A	1	1	1
State-Owned and Provided Hardware/Software, Installed at SunGard Recovery Center					
CheckPoint Smart Center Management Server Software	N/A	N/A	1	1	1
CheckPoint Firewall Module for Nortel ASF 5016 Director	N/A	N/A	1	1	1
SSL VPN 100 users	N/A	N/A	1	1	1
Two Routers with DS3 Card	N/A	N/A	2	2	2
ASA 5510 VPN Concentrator	N/A	N/A	1	1	1

C O N T R A C T A M E N D M E N T C O V E R

RFS Tracking #	Edison Contract ID #	Amendment #
31701-03008	2895-FA0720944-02	2

Amendment Purpose	Delegated Authority Requisition ID # (ONLY if applicable)
Adds disaster recovery services for Edison Environment, as provided for in Contract Section C.3.b.iv.	

Contractor/Grantee	Contractor/Grantee FEIN or SSN
SunGard Availability Services LP	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 23-2106195

Begin Date	End Date	Subrecipient or Vendor	CFDA #(s)
May 1, 2007	April 30, 2012	<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007			\$289,468.00		\$289,468.00
2008			\$1,447,340.00		\$1,447,340.00
2009			\$1,447,340.00		\$1,447,340.00
2010			\$434,202.00		\$434,202.00
2011			\$434,202.00		\$434,202.00
2012			\$289,475.00		\$289,475.00
TOTAL:			\$4,342,027.00		\$4,342,027.00

— COMPLETE FOR AMENDMENTS —			Procuring Agency Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Jane Chillenden, (615) 741-1624	
2007	\$289,468.00		Procuring Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.) 	
2008	\$1,447,340.00			
2009	\$1,447,340.00			
2010	\$434,202.00			
2011	\$434,202.00			
2012	\$289,475.00			
TOTAL:	\$4,342,027.00	\$0.00	Speed Code	Account Code
			FA00000222	72203000

<p style="text-align: center;">F&A Secured Document</p> <p style="text-align: center;"># 2895-FA0720944-02</p>	Procurement Process Summary (FA or ED-type only) F&A technical staff negotiated reasonable rates for the new line items with the Contractor.
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**AMENDMENT TWO
TO FA-07-20944-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and SunGard Availability Services LP, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section A.1 is deleted in its entirety and replaced with the following:
 - A.1. The Contractor will provide the State with Recovery Services as set forth in this Scope of Services and the State's Competitive Negotiation RFS# 317.03-162-07 (hereinafter referred to as the "CN"), issued on January 12, 2007, which is incorporated and made part of this Contract.

Disaster Recovery Requirements. The Contractor shall manage and deliver the Recovery Services in accordance with requirements stated in the following Contract Attachments:

- Attachment A: Mainframe Requirements
- Attachment B: TennCare Equipment Requirements
- Attachment C: Enterprise Windows/Linux Requirements
- Attachment D: Enterprise UNIX Requirements
- Attachment E: Print/Mail Requirements
- Attachment F: Unit Rates
- Attachment G: Attestation RE Personnel Used In Contract Performance
- Attachment H: HIPAA Business Associate Agreement
- Attachment I: Recovery Services
- Attachment J: Output Recovery Services
- Attachment K: Managed IT Services
- Attachment L: High Availability Services
- Attachment M: Financial Institutions Equipment Requirements
- Attachment N: Other Equipment Requirements
- Attachment O: Edison Requirements

2. The text of Contract Section A.3 is deleted in its entirety and replaced with the following:
 - A.3. The Contractor shall provide Recovery Services for two types of Disaster Declarations - Infrastructure Disaster Declaration and Print-Only Disaster Declaration. The State will declare an Infrastructure Disaster Declaration by Environment(s) when service delivery capabilities for the Environment(s) are interrupted. This may include, but will not be limited to, Print/Mail Services for the declared Environment(s). The State will declare a Print-Only Disaster Declaration when printing capabilities alone are interrupted and only the services included in the Mail/Print Services Environment are required. Access to a Recovery Center will be available within 24 hours of Disaster Declaration.

The Contractor will provide and maintain a minimum of three (3) Recovery Centers from which the Environments in Attachments A through D and Attachments M and O may be provided. At least two (2) of the Recovery Centers must be more than fifty (50) miles apart. With regard to the Mainframe Requirements expressed in Contract Attachment A, at a minimum, the number of 9840C Tape Drives expressed therein shall be available for State use in at least one of the three Recovery Centers; the other two Recovery Centers are not required to have 9840C drives in the numbers expressed in Contract Attachment A. However, if additional 9840C drives do become available at the other two Recovery Centers during the term of this Contract, the State shall have the right to use these drives for its recovery efforts. The Contractor will provide and maintain a minimum of one (1) Recovery Center from which Print/Mail Services (Attachment E) may be provided.

The State recognizes that equivalent equipment may be substituted to meet the State's requirements as defined in Attachments A through E and M through O. Such substitutions will require approval of the State.

3. The text of Contract Section A.9 is deleted in its entirety and replaced with the following:

A.9. The Contractor will provide the following services during Disaster testing or a Disaster event at the unit prices set forth in Attachment F:

A.9.a. Service Table (Part 1)

Service	Mainframe	TennCare	Enterprise Windows/Linux	Enterprise UNIX	Print/Mail	Financial Institutions
Minimum Hours Per Test	40	80	40	40	20	0
Tests Per Contract Year	2	2	2	2	2	0
Total Testing Hours Included in Subscription Fee	80	160	80	80	40	0
Blocks of Additional Testing Time	4 hours	4 hours	4 hours	4 hours	4 hours	4 hours
Technical Support Assistance	Yes	Yes	Yes	Yes	No	No
Non-Intrusive Analysis Tool to Determine State's Configuration	No	Yes	Yes	Yes	No	No
Operating Systems Pre-loaded to State's Requirements	z/OS 1.6 or higher	Sun Solaris, Windows, VMware	Windows, Linux, VMware	Sun Solaris	N/A	N/A
Remote Management Console via Dial-up or Internet (Contractor to Supply Special Remote Software Required)	Yes	Yes	Yes	Yes	No	No
Data Destruction Services (Deletion of all State Data from Contractor Systems Confirmed in Writing)	Yes	Yes	Yes	Yes	Yes	Yes
Tape Handling Services	Yes	Yes	Yes	Yes	No	Yes
Data Restoration Services	Yes	Yes	Yes	Yes	No	N/A
Data Replication Services	No	Yes	Yes	Yes	No	No

A.9.b. Service Table (Part 2)

Service	Edison
Minimum Hours Per Test	Unlimited *
Tests Per Contract Year	Unlimited *
Total Testing Hours Included in Subscription Fee	Unlimited *
Blocks of Additional Testing Time	N/A
Technical Support Assistance	Yes
Non-Intrusive Analysis Tool to Determine State's Configuration	No
Operating Systems Pre-loaded to State's Requirements	N/A
Remote Management Console via Dial-up or Internet (Contractor to Supply Special Remote Software Required)	No
Data Destruction Services (Deletion of all State Data from Contractor Systems Confirmed in Writing)	Yes
Tape Handling Services	No
Data Restoration Services	No
Data Replication Services	No

- * The State may test and access the dedicated/standalone Edison environment in an unlimited manner, without incurring additional test allocation or test time fees. However, if interdependencies exist for a particular test event that require access to resources in other environments described in this Contract, then the State will incur test allocation and test time fees applicable to the environments, as described in Contract section C.3.

4. The following provision is added as Contract Section A.10:

A.10. LAN Recovery Services. At time of test or at time of disaster, Contractor will install, configure, and test the Gigabyte Internal Data Center Network between State of Tennessee DDR device located on the Dedicated Floor Space and State contracted recovery platforms on the hot site within the Contractor's Philadelphia Recovery Data Center or an alternate Contractor recovery data center. This internal data center connectivity will be prepared and activated to State specifications, and the Contractor provides necessary network infrastructure resources including fiber, fiber switch with possible Category-5 cables (If not fiber) to the recovery servers. The State shall provide appropriate number and grade of functioning network interface cards / modules available

on the DDR device. This Recovery LAN Service is available and fully dedicated to State of Tennessee test / recovery time periods, and it shall be torn down afterwards.

5. The following provision is added as Contract Section A.11:
 - A.11. OS Startup Services. The Standby Operating System service enables the State to create and transport operating system images to the Contractor (manually or electronically), where they are stored in a secured environment and validated to ensure a working image is available. The Contractor will load images to the recovery systems during the State's test and recovery exercises.

6. The text of Contract Section C.3.b is deleted in its entirety and replaced with the following:
 - C.3.b. During the term of the Contract, the State reserves the right to add or delete Resources or Hardware from the Environments listed in Attachments A through E and/or M through O. The Contractor will be notified in writing of changes to the Environments and copy of such dated notice will be filed with the Contract. The Contractor shall have one month, upon receipt of the written notice, to address the changes. The Contract will be amended to update Attachments A through E and the Subscription Fee per Month to the then current Resource or Hardware levels only when amendments are required to add or change Unit Rates or to increase the maximum liability.
 - C.3.b.i. For the addition of a Resource or Hardware that is listed in Attachments A through E and/or M through O, the Monthly Unit Rate quoted in Attachment F will apply to the portion of the additional quantity of such Resource or Hardware that is available to the State at its primary Recovery Center. The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Resource or Hardware in Attachment F times the additional quantity of the Resource or Hardware.
 - C.3.b.ii. For the deletion of a Resource or Hardware that is listed in Attachments A through E and/or M through O, the Monthly Unit Rate quoted in Attachment F will apply to the portion of the deleted quantity of such Resource or Hardware that is no longer needed by the State at its primary Recovery Center. The State's Subscription Fee per Month will be decreased by an amount equal to the Monthly Unit Rate for the Resource or Hardware in Attachment F times the deleted quantity of the Resource or Hardware.
 - C.3.b.iii. The State may add a Resource or Hardware not listed in Attachments A through E and/or M through O, where such additional Resource or Hardware or equivalent equipment is available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base.

If the State adds a Resource or Hardware not listed in attachments A through E and/or M through O, where such additional Resource or Hardware or equivalent equipment is available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base, it will be necessary to amend this contract to include an Attachment F Monthly Unit Rate for the additional Resource or Hardware with pricing fixed for the duration of the Contract.

The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Resource or Hardware in the amended Attachment F times the quantity of the Resource or Hardware that is required by the State at its primary Recovery Center.
 - C.3.b.iv. The State may add a Resource or Hardware not listed in Attachments A through E and/or M through O, where such additional Resource or Hardware or equivalent equipment is not available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base (called "Nonstandard Equipment"). In which case, the State acknowledges that the Contractor may need to acquire such

additional Resource or Hardware solely for the State. If, in order to support the State's requirements, the Contractor must acquire Nonstandard Equipment, the Contractor will provide the State a description of a) the quantity and type of Nonstandard Equipment acquired and b) the total investment amount incurred by the Contractor to acquire such Nonstandard Equipment. Upon written approval from the State, the Contractor will acquire such Nonstandard Equipment.

If the State adds a Resource or Hardware not listed in attachments A through E and/or M through O, where such additional Resource or Hardware or equivalent "Nonstandard Equipment" that is not available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base, it will be necessary to amend this contract to include an Attachment F Monthly Unit Rate for the additional Resource or Hardware with pricing fixed for the duration of the Contract. Said Monthly Unit Rate will be computed by dividing the Contractor's investment amount by the number of whole months between the date such Nonstandard Equipment is acquired and April 30, 2012. "Investment amount" includes the acquisition price, as well as any maintenance fees associated with the Nonstandard Equipment.

The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Nonstandard Equipment in the amended Attachment F times the quantity of the Nonstandard Equipment required by the State at its primary Recovery Center.

For the deletion of Nonstandard Equipment that is listed in Attachments A through E and/or M through O, the State will pay, in a lump sum, the Monthly Unit Rate quoted in Attachment F for Nonstandard Equipment, times the deleted quantity of Nonstandard Equipment, times the remaining months through April 30, 2012. At the State's sole option, the Contractor will transfer ownership or license rights for the deleted Nonstandard Equipment to the State and ship such equipment to the State, unless otherwise agreed at the time of purchase. The State will pay all shipping fees. The Monthly Unit Rate quoted in Attachment F will apply to the portion of the deleted quantity of such Nonstandard Equipment that is no longer needed by the State at its primary Recovery Center. The State's Subscription Fee per Month will be decreased by an amount equal to the Monthly Unit Rate for the Nonstandard Equipment in Attachment F times the deleted quantity of the Nonstandard Equipment.

- C.3.b.v. The Unit Rates for the following Optional Services and Disaster Declaration Services may be increased or decreased when Resources or Hardware are added or deleted. To initiate the Unit Rate increases, the Contractor must provide the reasons for the increase to the State in writing. It will be necessary to amend this contract to effect such adjusted Unit Rates.

Optional Services

Additional Testing Time Per 4-Hour Block (for Attachments A through E and Attachments M and O)

Contractor Data Restoration Services Per Month (for Attachments A through D and Attachments M and O)

Disaster Declaration Services

Recovery Center Usage Per Day (for Attachments A through E and Attachments M and O)

Cold Site Usage Per Day (for Attachments A through D and Attachments M and O)

The State will not incur declaration or daily usage fees for testing and recovery of the dedicated/standalone Edison environment, which is described in Contract Attachment O. However, if interdependencies exist for a particular test event that require access to other environments described in this Contract, then the State will incur testing and

disaster declaration fees applicable to those environments, as described in Contract Section C.3.

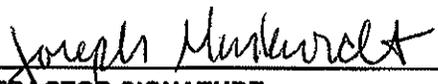
C.3.b.vi. After six (6) months from the beginning of the Contract, the State may remove entire Environment(s) listed in Attachments A through E and/or M and O from the Contract at its sole discretion. The Contractor will be given at least thirty (30) days prior written notice of the removal with said notice to specify the removed Environment(s) and the date after which the Contractor is no longer obligated to provide services for the Environment(s), including but not limited to any service which is the subject of a subcontract between Contractor and a third party. The removal of Environment(s) by the State will not alter in any way the Contractor's obligations to the remaining Environments under this Contract. The State will discontinue payment of all fees associated with the removed Environment(s) and reimburse the Contractor for any Nonstandard Equipment as described in Contract Section C.3.b.iv as of the date the State removes the Environment(s). The Contractor will have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the removal of Environment(s).

5. Contract Attachment F is deleted in its entirety and replaced with the new Contract Attachment F attached hereto.
6. Contract Attachment M is deleted in its entirety and replaced with the new Contract Attachment M attached hereto.
7. Contract Attachment N is deleted in its entirety and replaced with the new Contract Attachment N attached hereto.
8. Contract Attachment O attached hereto is added as a new Contract Attachment.

The revisions set forth herein shall be effective April 1, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

SUNGARD AVAILABILITY SERVICES LP:

 CONTRACTOR SIGNATURE	<u>3-30-09</u> DATE
Joseph Markword Vice President, Sales PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)	

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M.D. Goetz Jr.

3-31-09

M. D. GOETZ, JR., COMMISSIONER *moA*
gk

DATE

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

COMPTROLLER OF THE TREASURY

DATE

[Faint, illegible text]

CONTRACT ATTACHMENT F

UNIT RATES

Environment Costs

This table shows the services cost for the Environments specified in Contract Attachments A through E and M through O.

Subscription Fee Per Month is the monthly rate to provide Disaster Recovery Facilities and Testing for the specified Environment.

Optional Services are services that may be requested by the State during a Test or Disaster.

Disaster Declaration Services are services that may be requested by the State during a Disaster.

Contract Attachment A - Mainframe Configuration	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	27,500.00	27,500.00	27,500.00	27,500.00	27,500.00
Optional Services					
Additional Testing Time Per 4-Hour Block	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Contractor Data Restoration Services Per Month	2,358.00	2,358.00	2,358.00	2,358.00	2,358.00
Disaster Declaration Services					
Declaration Fee Per Incident	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Cold Site Usage Per Day	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Contract Attachment B - TennCare Equipment	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	11,595.00	11,595.00	11,595.00	11,595.00	11,595.00
Optional Services					

Additional Testing Time Per 4-Hour Block	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	6,059.00	6,059.00	6,059.00	6,059.00	6,059.00
Continuous Data Replication (RPO <= 5 minutes) for SAN Technology Per GB Per Month	26.10	26.10	26.10	26.10	26.10
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	22.50	22.50	22.50	22.50	22.50
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per GB Per Month	20.62	20.62	20.62	20.62	20.62
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	19.15	19.15	19.15	19.15	19.15
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	18.89	18.89	18.89	18.89	18.89
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	18.27	18.27	18.27	18.27	18.27
Batch Data Replication (RPO = 8 hours) for SAN Technology Per GB Per Month	18.27	18.27	18.27	18.27	18.27
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	14.03	14.03	14.03	14.03	14.03
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00

Recovery Center Usage Per Day (Days 31 Through 42)	8,750.00	8,750.00	8,750.00	8,750.00	8,750.00
Cold Site Usage Per Day	10,500.00	10,500.00	10,500.00	10,500.00	10,500.00
Contract Attachment C - Enterprise Windows/Linux	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
Optional Services					
Additional Testing Time Per 4-Hour Block	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	4,334.00	4,334.00	4,334.00	4,334.00	4,334.00
Continuous Data Replication (RPO <= 5 minutes) for SAN Technology Per GB Per Month	28.02	28.02	28.02	28.02	28.02
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	23.67	23.67	23.67	23.67	23.67
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per GB Per Month	22.15	22.15	22.15	22.15	22.15
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	21.50	21.50	21.50	21.50	21.50
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	20.86	20.86	20.86	20.86	20.86
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication	20.32	20.32	20.32	20.32	20.32

(RPO = 8 hours) for SAN Technology Per GB Per Month					
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	16.00	16.00	16.00	16.00	16.00
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
Cold Site Usage Per Day	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00
Contract Attachment D - Enterprise UNIX	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	6,700.00	6,700.00	6,700.00	6,700.00	6,700.00
Optional Services					
Additional Testing Time Per 4-Hour Block	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	6,540.00	6,540.00	6,540.00	6,540.00	6,540.00
Continuous Data Replication (RPO <= 5 minutes) for SAN Technology Per GB Per Month	28.02	28.02	28.02	28.02	28.02
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	23.67	23.67	23.67	23.67	23.67
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per	22.15	22.15	22.15	22.15	22.15

GB Per Month					
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	21.50	21.50	21.50	21.50	21.50
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	20.86	20.86	20.86	20.86	20.86
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication (RPO = 8 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	16.00	16.00	16.00	16.00	16.00
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	13,750.00	13,750.00	13,750.00	13,750.00	13,750.00
Cold Site Usage Per Day	16,500.00	16,500.00	16,500.00	16,500.00	16,500.00
Contract Attachment E - Print/Mail Services	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	14,050.00	14,050.00	14,050.00	14,050.00	14,050.00
Optional Services					
Additional Testing Time Per 4-Hour Block	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
Print MICR Checks 8 1/2" X 11" Per 1000	35.04	35.04	35.04	35.04	35.04
Print Simplex/Duplex Pages Per 1000	30.02	30.02	30.02	30.02	30.02
Print Continuous Forms Simplex/Duplex Per 1000	20.02	20.02	20.02	20.02	20.02
Fold, Insert, and Prepare to Mail Forms/Letters Per 1000 Envelopes	30.00	30.00	30.00	30.00	30.00
Label, Package and Prepare to Ship Print	10.00	10.00	10.00	10.00	10.00

Per 1000 Print Items (items include pages, forms, and envelopes)					
Disaster Declaration Services					
Print-Only Declaration Fee Per Incident	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Print-Only Alert Fee Per Incident	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Print-Only Recovery Center Usage per Day	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Contract Attachment M – Financial Institutions	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	400.00	400.00	400.00	400.00	400.00
Optional Services					
Additional Testing Time Per 4-Hour Block	1000.00	1000.00	n/a	n/a	n/a
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Contractor Data Restoration Services Per Month	n/a	n/a	n/a	n/a	n/a
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (first 30 days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (day 31 through day 42)	1250.00	1250.00	1250.00	1250.00	1250.00
Cold Site Usage Per Day	1375.00	1375.00	1375.00	1375.00	1375.00
Contract Attachment O - Edison	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month (Sum of the Monthly Rates for the purchase of Nonstandard	N/A	N/A	12,359.60	12,359.60	12,359.60

Equipment)					
Optional Services					
Data Destructions Per GB of Data on Contracted DASD	N/A	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	N/A	50.00	50.00	50.00	50.00
Disaster Declaration Services					
Declaration Fee Per Incident	N/A	0.00	0.00	0.00	0.00
Alert Fee Per Incident	N/A	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	N/A	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	N/A	0.00	0.00	0.00	0.00
Cold Site Usage Per Day	N/A	0.00	0.00	0.00	0.00

Component Costs

This table shows the increase/decrease to the **Subscription Fee Per Month** to add/delete components in the Environments specified in Contract Attachments A through E and M through O.

Standard Configuration and Additional Components are priced for the indicated server type. Standard Configuration denotes the minimum server configuration required by the State. Additional Components denote the components that may be added to the server to upgrade the components beyond the Standard Configuration.

Note: All rates are per month.

Mainframe Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
50 Gartner MIP	250.00	250.00	250.00	250.00	250.00
2 GB Main Storage	2.00	2.00	2.00	2.00	2.00
100 GB DASD Useable formatted – NOT RAW SPACE	7.00	7.00	7.00	7.00	7.00
1 Open Systems Adapter (OSA)	4.00	4.00	4.00	4.00	4.00
1 4000 Mod 1 Printer	14.00	14.00	14.00	14.00	14.00
1 3490 Tape Drive	1.00	1.00	1.00	1.00	1.00
1 3590 Tape Drive (Mod E11)	2.00	2.00	2.00	2.00	2.00
1 3174 Mod 11L Local Terminal Control Unit	1.00	1.00	1.00	1.00	1.00
1 3194 Mod 5 Operator Console	2.00	2.00	2.00	2.00	2.00
1 3745-x1A (16MB, 10 CA, 4 high speed scanners, 64 LIC1, 64 LIC3, 5 56Kb ports)	62.00	62.00	62.00	62.00	62.00
1 3748/900 (2 ESCON, 2 TR TIC3, 4 LIC11 (12 V.24, 3 V.35))	62.00	62.00	62.00	62.00	62.00
1 19.2 Kb Circuits (Dial-up)	1.00	1.00	1.00	1.00	1.00
1 3287/002 Printer	14.00	14.00	14.00	14.00	14.00
1 DRS Circuit/ DS-3 access	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
1 DRS Circuit/ T1.5 Mb Access Link	275.00	275.00	275.00	275.00	275.00
9840C Tape Drive	5.00	5.00	5.00	5.00	5.00
STK 9310 Silo	50.00	50.00	50.00	50.00	50.00
UNIX Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
Standard SUN V240 Configuration					
1 SUN V240	161.00	161.00	161.00	161.00	161.00
2 1.5GHz Processors					
4 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN V240 Components					
1 1.5GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00

1 10/100BaseT	1.00	1.00	1.00	1.00	1.00
Standard SUN V440 Configuration					
1 SUN V440	460.00	460.00	460.00	460.00	460.00
4 1.593GHz Processor					
16 GB Memory					
4 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN V440 Components					
1 Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
Standard Sunfire V890 Configuration					
1 SunFire V890	485.00	485.00	485.00	485.00	485.00
4 1.5GHz Processor					
16 GB Memory					
4 146 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional Sunfire V890 Components					
1 1.5Ghz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 Quad Fast Ethernet Card	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x100BaseT	1.00	1.00	1.00	1.00	1.00
1 LP9002L Fiber Adapter	2.00	2.00	2.00	2.00	2.00
Standard SUN 1280 Configuration					
1 SUN 1280	335.00	335.00	335.00	335.00	335.00
4 1.5GHz Processor					
12 GB Memory					
2 36 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN 1280 Components					
1 1.5GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
Standard SUN T2000 Configuration					
1 SUN T2000	317.00	317.00	317.00	317.00	317.00
1 1GHz Processor					
8 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN T2000 Components					
1 1GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
Standard SUN 4900 Configuration					
1 SunFire 4900	470.00	470.00	470.00	470.00	470.00
4 1.35GHz Dual Core Ultraspark 4 Processor					
16 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN 4900 Components					
1 1.35GHz Dual Core Ultraspark 4 Processor	8.00	8.00	8.00	8.00	8.00

1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 SCSI Adapter	1.00	1.00	1.00	1.00	1.00
1 Quad Fast Ethernet Card	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x100BaseT	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x1000BaseT	1.00	1.00	1.00	1.00	1.00
1 10/100BaseT	1.00	1.00	1.00	1.00	1.00
1 LP9002L Fiber Adapter	2.00	2.00	2.00	2.00	2.00
1 6560 Fiber Adapter	2.00	2.00	2.00	2.00	2.00
Standard SUN V420R Configuration					
1 Sun 420R Server	400.00	400.00	400.00	400.00	400.00
2 Processors					
4 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Windows/Linux Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
Standard HP DL380 G4 Configuration					
HP DL380 G4	57.00	57.00	57.00	57.00	57.00
2 3.6Ghz Xeon processors					
2 GB Memory					
4 72 GB Ultra320 SCSI hard drives (RAID 5)					
Additional HP DL380 G4 Components					
1 GB Memory	3.00	3.00	3.00	3.00	3.00
1 72 GB Ultra320 SCSI hard drives (RAID 5)	36.00	36.00	36.00	36.00	36.00
1 146 GB Ultra320 SCSI hard drives (RAID 5)	72.00	72.00	72.00	72.00	72.00
1 Dual Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
Standard HP DL580 G3 Configuration					
HP DL580 G3	51.00	51.00	51.00	51.00	51.00
4 3.33Ghz Xeon processors					
4 GB PC2-3200 ECC Memory					
4 72 GB Ultra320 SCSI hard drive					
Additional HP DL580 G3 Components					
1 GB PC2-3200 ECC Memory	3.00	3.00	3.00	3.00	3.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 146 GB Ultra320 SCSI hard drive	36.00	36.00	36.00	36.00	36.00
1 72GB 15K RPM Local Hard Disks	72.00	72.00	72.00	72.00	72.00
1 Single Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
1 Gigabit Network Connection (2 Onboard + 2 dual port NIC Cards)	1.00	1.00	1.00	1.00	1.00
Standard Dell PowerEdge 2850 Configuration					
Dell PowerEdge 2850	57.00	57.00	57.00	57.00	57.00
2 3.6Ghz Xeon processors					
2 GB Memory					
4 72 GB Ultra320 SCSI hard drives (RAID 5)					
Additional Dell PowerEdge 2850 Components					
1 GB Memory	3.00	3.00	3.00	3.00	3.00
1 72 GB Ultra320 SCSI hard drives (RAID 5)	36.00	36.00	36.00	36.00	36.00
1 146 GB Ultra320 SCSI hard drives (RAID 5)	72.00	72.00	72.00	72.00	72.00

1 Dual Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
Standard Dell PowerEdge 6850 Configuration					
Dell PowerEdge 6850	87.00	87.00	87.00	87.00	87.00
4 3.33Ghz Xeon processors					
4 GB PC2-3200 ECC Memory					
4 72 GB Ultra320 SCSI hard drive					
Additional Dell PowerEdge 6850 Components					
1 GB PC2-3200 ECC Memory	3.00	3.00	3.00	3.00	3.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 146 GB Ultra320 SCSI hard drive	72.00	72.00	72.00	72.00	72.00
1 72GB 15K RPM Local Hard Disks	36.00	36.00	36.00	36.00	36.00
1 Single Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
1 Gigabit Network Connection (2 Onboard + 2 dual port NIC Cards)	1.00	1.00	1.00	1.00	1.00
UNIX/Windows/Linux SAN Storage	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
10 GB Storage on SAN (usable formatted space with RAID 5 configuration - NOT RAW SPACE)	7.00	7.00	7.00	7.00	7.00
Print/Mail Services Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
MICR Checks 8 1/2" X 11" Per 1000	35.04	35.04	35.04	35.04	35.04
Simplex/Duplex Pages Per 1000	30.02	30.02	30.02	30.02	30.02
Continuous Forms Simplex/Duplex Per 1000	20.02	20.02	20.02	20.02	20.02
OTHER COMPONENTS	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
DS3 Circuit	25% Markup				
T-1 Circuit	25% Markup				
Cabinets for OIR Owned Equipment					
Server Cabinet	N/A	1600.00	1600.00	1600.00	1600.00
Server Cabinet additional A&B Side AC Circuit 208/220V 30A	N/A	1065.00	1065.00	1065.00	1065.00
Server Cabinet additional A&B Side AC Circuit 120 V 30A	N/A	615.00	615.00	615.00	615.00
DDR Cabinet	N/A	1600.00	1600.00	1600.00	1600.00
DDR Cabinet additional A&B Side AC Circuit 120 V 30A	N/A	615.00	615.00	615.00	615.00
Network Cabinet	N/A	1600.00	1600.00	1600.00	1600.00
Network Cabinet additional A&B Side AC Circuit 120 V 30A	N/A	615.00	615.00	615.00	615.00
Per Cabinet Installation Fee (36 month recovery)	N/A	N/A	21.11	21.11	21.11
Per Circuit Installation Fee (36 month recovery)	N/A	N/A	19.44	19.44	19.44
LAN Recovery Services	N/A	200.00	200.00	200.00	200.00
OS Startup Services	N/A	592.00	592.00	592.00	592.00
Tape Backup System					
L700 Tape Library	50.00	50.00	50.00	50.00	50.00

LTO-3 Tape Drives	5.00	5.00	5.00	5.00	5.00
LTO-2 Tape Drives (already on contract)	5.00	5.00	5.00	5.00	5.00
NONSTANDARD EQUIPMENT	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
Sun X4600 AMD servers Note enter cost for single server) (Total cost per server = \$7,200.00)	N/A	N/A	200.00	200.00	200.00
Processor(s): (8) Quad Core 2.3GHz AMD CPUs					
(4) 144GB Hard Drive					
128 GB RAM Memory					
(1) Quad-Port 10/100/1000					
RAID Controller					
DVD/RW-ROM					
Redundant Fans / Power					
(2) 4 Gb Dual Fiber HBA					
3yr 24X7X4hr Maintenance					
Sun X4600 AMD servers Note enter cost for single server) (Total cost per server = \$4,773.60)	N/A	N/A	132.60	132.60	132.60
(4) Quad Core 2.3GHz AMD CPUs					
(4) 144GB Drives Hard Drive					
64GB RAM Memory					
(1) Quad-Port 10/100/1000					
RAID Controller					
DVD/RW-ROM					
(2) 4 Gb Dual Fiber HBA					
Redundant Fans / Power					
3yr 24X7X4hr Maintenance					
Dell 2950 Console Server (Total cost per server = \$11,880.00)	N/A	N/A	330.00	330.00	330.00
(1) Intel Quad-Core Xeon 3.0GHz					
4GB					
(4) 73GB 15K Drives					
(2) Dual-Port 10/100/1000					
RAID Controller					
Remote Access Card					
DVD-ROM					
Redundant Fans / Power					
Dual Fiber Qlogic HBA					
Windows 2003 Server					
3YR 24x7x4HR Maintenance					
2U					
495.3 watts 2.38 Amps					
Nortel VPN Gateway 3050/Alteon Firewall 6616/Alteon 3408 Switch. (Total appliance cost = \$176,904.00)	N/A	N/A	4,914.00	4,914.00	4,914.00
Nortel Networks VPN Gateway 3050 - 1U, 2 Gigabit Ethernet (10/100/1000 Base-T) copper ports. Includes SSL VPN - 10 User License (EB1639096). CPC: A0521501					
VPN Gateway 3050 Nortel Express Technology					

Support - Plus Next Bus Day-SL339					
SSL VPN - 50 user license. CPC: A0506209					
Alteon Application Switch 3408 not available in APAC, Fixed Configuration - 1U rack mountable, 110/220V, 50/60Ghz autoselect, 8 ports 10/100/1000 BT, 8 - SFP Sockets, 4 ports GE in SFP, Standard WebOS preloaded. CPC:A0888838					
Application Switch 3408 Nortel Express Technology Support - Plus Next Bus Day-SL312					
Global Server Load Balancing feature pack for Alteon Application Switch (CD-ROM, Manual). Feature pack includes a key to enable global server load balancing on the designated platform. CPC:A0990320					
1-port 1000Base-SX Small Form Factor Pluggable GBIC LC Connector CPC:A0539306					
Alteon Switched Firewall 6616 includes one ASF Accelerator 6600 and one ASF Director 5016					
Alteon Switched Firewall Accelerator 6600 - Fixed configuration,					
Alteon Switched Firewall Director 5016 -					
1-port 1000Base-SX Small Form Factor Pluggable GBIC LC Connector CPC:A0539306					
Nortel Passport. (Total appliance cost = \$213,120.00)	N/A	N/A	5,920.00	5,920.00	5,920.00
Ethernet Routing Switch 8610 10 slot 4X Chassis Bundle. Includes 8610 chassis, one 8005AC power supply, one Routing Software License and one 8692SF Switch Fabric/CPU to enable redundant terabit core configurations-order power cord seperately CPC:N0028042					
Passport 8692SF Switch Fabric/CPU to enable redundant terabit core configurations. One required with R Modules, 2nd for load-sharing and redundancy. May be used with E and M modules. Includes 256MB SDRAM and 64MB PCMCIA. CPC: A0891821					
8648GTR Routing Switch Module. 48 port autosensing 10BASE-T/100BASE-TX/1000Base-T Ethernet Layer 3 switching interfaces. The 8648GTR is operable with the 8692SF only.					
Ethernet Routing Switch 8648TXE. 48 port autosensing 10BASE-T/100BASE-TX Ethernet Layer 3 switching interface.					
Ethernet Routing Switch 8632TXE. 32 10/100TX plus 2 GBIC interface module. Requires Release 3.1.2 or higher.					
Power Cord 20A/125V NEMA 5-20, North America.					
Ethernet Routing Switch 8608SXE. 8 port 1000BASE-SX Gigabit Ethernet interface module.					
8005AC 100-240 VAC 1140W/1462W Power Supply. At least one power supply required per 8006, 8010 or 8010co chassls. Lower output at 110VAC. Cannot mix with 8004 series supplies. Power cord ordered separately-use AA00200xx series cords.					
Ethernet Routing Switch 8600 10 Slot Nortel Express Technology Support - Plus Next Bus Day-SL187					

FINANCIAL INSTITUTIONS EQUIPMENT REQUIREMENTS

Attachment M – Financial Institutions

Resource	Year 1	Year 2	Year 3	Year 4	Year 5
Sun 420R Server	1	1	1	1	1
Processor	2	2	2	2	2
72GB Hard Drive	2	2	2	2	2
1 GB RAM Memory	4	4	4	4	4
1 LP9002L Fiber Adapter	1	1	1	1	1

CONTRACT ATTACHMENT N

OTHER EQUIPMENT REQUIREMENTS

Attachment N - Other

Hardware	Year 1	Year 2	Year 3	Year 4	Year 5	Description
DR Communication Circuits						
DS3 Circuit	1	2	2	2	1	DS3 circuit from State's network to recovery centers
T-1 Circuit	1	1	1	1	1	T1 circuit used to perform testing exercises from recovery center to data center
Cabinets for OIR Owned Equipment						
Server Cabinet	0	1	1	1	1	Includes secure cabinet with (1) A&B Side AC Circuit 208/220V 30A and floor space to house OIR owned equipment
Server Cabinet additional A&B Side AC Circuit 208/220V 30A	0	1	1	1	1	Additional circuit for server cabinet
Server Cabinet additional A&B Side AC Circuit 120 V 30A	0	1	1	1	1	Additional circuit for server cabinet
DDR Cabinet	0	2	2	2	2	Includes secure cabinet with (1) A&B AC Circuit 120V 30A and floor space to house OIR owned equipment
DDR Cabinet additional A&B Side AC Circuit 120 V 30A	0	2	2	2	2	Additional circuit for DDR cabinet
Network Cabinet	0	2	2	2	2	Includes secure cabinet with (1) A&B AC Circuit 208/220V 30A and floor space to house OIR owned equipment
Network Cabinet additional A&B Side AC Circuit 120 V 30A	0	2	2	2	2	Additional circuit for network cabinet
Per Cabinet Installation Fee	0	0	5	5	5	Per each installed cabinet; 36 month recovery of installation fee
Per Circuit Installation Fee	0	0	6	6	6	Per each installed additional circuit; 36 month recovery of installation fee
Tape Backup System						
L700 Tape Library	1	1	1	1	1	Used by ALL environments
LTO-3 Tape Drives	20	20	20	20	20	
LTO-2 Tape Drives	4	4	4	4	4	

CONTRACT ATTACHMENT O

EDISON EQUIPMENT REQUIREMENTS

Attachment O - Edison

Resource	Year 1	Year 2	Year 3	Year 4	Year 5
Sun X4600 AMD servers NOTE: for all components listed below, the quantities given in the Yearly columns are per-server quantities for each component.	N/A	2	2	2	2
Processor(s): Quad Core 2.3GHz AMD CPUs	N/A	8	8	8	8
144GB Hard Drive	N/A	4	4	4	4
GB RAM Memory	N/A	128	128	128	128
Quad-Port 10/100/1000	N/A	1	1	1	1
RAID Controller	N/A	1	1	1	1
DVD/RW-ROM	N/A	1	1	1	1
Redundant Fans / Power	N/A	1	1	1	1
4 Gb Dual Fiber HBA	N/A	2	2	2	2
3YR 24x7x4HR Maintenance	N/A	1	1	1	1
Sun X4600 AMD servers NOTE: for all components listed below, the quantities given in the Yearly columns are per-server quantities for each component.	N/A	6	6	6	6
Quad Core 2.3GHz AMD CPUs	N/A	4	4	4	4
144GB Drives Hard Drive	N/A	4	4	4	4
1 GB RAM Memory	N/A	64	64	64	64
Quad-Port 10/100/1000	N/A	1	1	1	1
RAID Controller	N/A	1	1	1	1
DVD/RW-ROM	N/A	1	1	1	1
4 Gb Dual Fiber HBA	N/A	2	2	2	2
Redundant Fans / Power	N/A	1	1	1	1
3YR 24x7x4HR Maintenance	N/A	1	1	1	1
Dell 2950 Console Server NOTE: for all components listed below, the quantities given in the Yearly columns are per-server quantities for each component.		1	1	1	1
Intel Quad-Core Xeon 3.0GHz	N/A	1	1	1	1
4GB	N/A	1	1	1	1
73GB 15K Drives	N/A	4	4	4	4
Dual-Port 10/100/1000	N/A	2	2	2	2
RAID Controller	N/A	1	1	1	1
Remote Access Card	N/A	1	1	1	1
DVD-ROM	N/A	1	1	1	1
Redundant Fans / Power	N/A	1	1	1	1
Dual Fiber Qlogic HBA	N/A	1	1	1	1
Windows 2003 Server	N/A	1	1	1	1

3YR 24x7x4HR Maintenance	N/A	1	1	1	1
2U	N/A	1	1	1	1
495.3 watts 2.38 Amps	N/A	1	1	1	1
Nortel VPN Gateway 3050/Alteon Firewall 6616/Alteon 3408 Switch					
Nortel Networks VPN Gateway 3050 - 1U, 2 Gigabit Ethernet (10/100/1000 Base-T) copper ports. Includes SSL VPN - 10 User License (EB1639096). CPC: A0521501	N/A	4	4	4	4
VPN Gateway 3050 Nortel Express Technology Support - Plus Next Bus Day-SL339	N/A	4	4	4	4
SSL VPN - 50 user license. CPC: A0506209	N/A	4	4	4	4
Alteon Application Switch 3408 not available in APAC, Fixed Configuration - 1U rack mountable, 110/220V, 50/60Ghz autoselect, 8 ports 10/100/1000 BT, 8 - SFP Sockets, 4 ports GE in SFP, Standard WebOS preloaded. CPC:A0888838	N/A	4	4	4	4
Application Switch 3408 Nortel Express Technology Support - Plus Next Bus Day-SL312	N/A	1	1	1	1
Global Server Load Balancing feature pack for Alteon Application Switch (CD-ROM, Manual). Feature pack includes a key to enable global server load balancing on the designated platform. CPC:A0990320	N/A	1	1	1	1
1-port 1000Base-SX Small Form Factor Pluggable GBIC LC Connector CPC:A0539306	N/A	1	1	1	1
Alteon Switched Firewall 6616 includes one ASF Accelerator 6600 and one ASF Director 5016	N/A	1	1	1	1
Alteon Switched Firewall Accelerator 6600 - Fixed configuration,	N/A	1	1	1	1
Alteon Switched Firewall Director 5016 -	N/A	1	1	1	1
1-port 1000Base-SX Small Form Factor Pluggable GBIC LC Connector CPC:A0539306	N/A	20	20	20	20
Nortel Passport					
Ethernet Routing Switch 8610 10 slot 4X Chassis Bundle. Includes 8610 chassis, one 8005AC power supply, one Routing Software License and one 8692SF Switch Fabric/CPU to enable redundant terabit core configurations-order power cord seperately CPC:N0028042	N/A	1	1	1	1
Passport 8692SF Switch Fabric/CPU to enable redundant terabit core configurations. One required with R Modules, 2nd for load-sharing and redundancy. May be used with E and M modules. Includes 256MB SDRAM and 64MB PCMCIA. CPC: A0891821	N/A	1	1	1	1
8648GTR Routing Switch Module. 48 port autosensing 10BASE-T/100BASE-TX/1000Base-T Ethernet Layer 3 switching interfaces. The 8648GTR is operable with the 8692SF only.	N/A	5	5	5	5
Ethernet Routing Switch 8648TXE. 48 port autosensing 10BASE-T/100BASE-TX Ethernet Layer 3 switching interface.	N/A	1	1	1	1
Ethernet Routing Switch 8632TXE. 32 10/100TX plus 2 GBIC interface module. Requires Release 3.1.2 or higher.	N/A	1	1	1	1
Power Cord 20A/125V NEMA 5-20, North America.	N/A	3	3	3	3

Ethernet Routing Switch 8608SXE. 8 port 1000BASE-SX Gigabit Ethernet interface module.	N/A	1	1	1	1
8005AC 100-240 VAC 1140W/1462W Power Supply. At least one power supply required per 8006, 8010 or 8010co chassis. Lower output at 110VAC. Cannot mix with 8004 series supplies. Power cord ordered separately-use AA00200xx series cords.	N/A	2	2	2	2
Ethernet Routing Switch 8600 10 Slot Nortel Express Technology Support - Plus Next Bus Day-SL187	N/A	1	1	1	1
State-Owned and Provided Hardware/Software, Installed at SunGard Recovery Center					
CheckPoint Smart Center Management Server Software	N/A	1	1	1	1
CheckPoint Firewall Module for Nortel ASF 5016 Director	N/A	1	1	1	1
SSL VPN 100 users	N/A	1	1	1	1
Two Routers with DS3 Card	N/A	2	2	2	2
ASA 5510 VPN Concentrator	N/A	1	1	1	1

CONTRACT SUMMARY SHEET

021908

RFS # **317.03 — 162 — 07** Contract # **FA-07-20944-01**

State/Agency **Department of Finance and Administration** State/Agency Division **Office for Information Resources
Travis Johnson — 741-5727**

Contractor Name **SunGard Availability Services LP** Contractor ID# (FEIN or SSN) C- or V- **23-2106195**

Service Description **Disaster Recovery Services. Amendment adds services in accordance with Contract Section C.3.b. No change to dollars.**

Contract Begin Date **May 1, 2007** Contract End Date **April 30, 2012** SUBRECIPIENT or VENDOR? **VENDOR** CFDA #

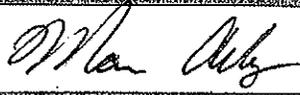
Mark Each TRUE Statement
 Contractor is on STARS
 Contractor's Form W-9 is on file in Accounts

Allotment Code **317.03** Cost Center **940** Object Code **083** Fund **12** Funding Grant Code Funding Subgrant Code

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007			\$289,468.00		\$289,468.00
2008			\$1,447,340.00		\$1,447,340.00
2009			\$1,447,340.00		\$1,447,340.00
2010			\$434,202.00		\$434,202.00
2011			\$434,202.00		\$434,202.00
2012			\$289,475.00		\$289,475.00
TOTAL			\$4,342,027.00		\$4,342,027.00

COMPLETE FOR AMENDMENTS ONLY		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2007	\$289,468.00	
2008	\$1,447,340.00	
2009	\$1,447,340.00	
2010	\$434,202.00	
2011	\$434,202.00	
2012	\$289,475.00	
TOTAL	\$4,342,027.00	\$0.00
End Date	04/30/2012	04/30/2012

State Agency Fiscal Contact & Telephone # **Maureen Abbey, 741-6070**

State Agency Budget Officer Approval


Funding Certification (complete for contracts for which the contractor is required to certify that the balance in the appropriation from which the obligated expenditures are to be paid shall not otherwise be encumbered to pay obligations previously incurred)

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 PROGRESSIVE
 OFFICE OF
 MANAGEMENT
 SERVICES

Contractor Ownership (complete for ALL base contracts, NOT amendments or delegated authorities)

African American
 Person w/ Disability
 Hispanic
 Small Business
 Government
 Asian
 Female
 Native American
 NOT Minority/Disadvantaged
 Other

Contractor Selection Method (complete for ALL base contracts, NOT amendments or delegated authorities)

RFP
 Competitive Negotiation *
 Alternative Competitive Method *
 Non-Competitive Negotiation *
 Negotiation w/ Government (ID, GG, GU)
 Other *

Procurement Process Summary (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

**AMENDMENT ONE
TO FA-07-20944-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and SunGard Availability Services LP, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section A.1 is deleted in its entirety and replaced with the following:
 - A.1. The Contractor will provide the State with Recovery Services as set forth in this Scope of Services and the State's Competitive Negotiation RFS# 317.03-162-07 (hereinafter referred to as the "CN"), issued on January 12, 2007, which is incorporated and made part of this Contract.

Disaster Recovery Requirements. The Contractor shall manage and deliver the Recovery Services in accordance with requirements stated in the following Contract Attachments:

 - Attachment A: Mainframe Requirements
 - Attachment B: TennCare Equipment Requirements
 - Attachment C: Enterprise Windows/Linux Requirements
 - Attachment D: Enterprise UNIX Requirements
 - Attachment E: Print/Mail Requirements
 - Attachment F: Unit Rates
 - Attachment G: Attestation RE Personnel Used in Contract Performance
 - Attachment H: HIPAA Business Associate Agreement
 - Attachment I: Recovery Services
 - Attachment J: Output Recovery Services
 - Attachment K: Managed IT Services
 - Attachment L: High Availability Services
 - Attachment M: Financial Institutions Equipment Requirements
 - Attachment N: Other Equipment Requirements

2. The text of Contract Section A.3 is deleted in its entirety and replaced with the following:
 - A.3. The Contractor shall provide Recovery Services for two types of Disaster Declarations - Infrastructure Disaster Declaration and Print-Only Disaster Declaration. The State will declare an Infrastructure Disaster Declaration by Environment(s) when service delivery capabilities for the Environment(s) are interrupted. This may include, but will not be limited to, Print/Mail Services for the declared Environment(s). The State will declare a Print-Only Disaster Declaration when printing capabilities alone are interrupted and only the services included in the Mail/Print Services Environment are required. Access to a Recovery Center will be available within 24 hours of Disaster Declaration.

The Contractor will provide and maintain a minimum of three (3) Recovery Centers from which the Environments in Attachments A through D and Attachment M may be provided. At least two (2) of the Recovery Centers must be more than fifty (50) miles apart. With regard to the Mainframe Requirements expressed in Contract Attachment A, at a minimum, the number of 9840C Tape Drives expressed therein shall be available for State use in at least one of the three Recovery Centers; the other two Recovery Centers are not required to have 9840C drives in the numbers expressed in Contract Attachment A. However, if additional 9840C drives do become available at the other two Recovery Centers during the term of this Contract, the State shall have the right to use these drives for its recovery efforts in accordance with the terms of the Contract and its Attachments, including, specifically, Contract Attachment I (Recovery Services). The Contractor will provide and maintain a minimum of one (1) Recovery Center from which Print/Mail Services (Attachment E) may be provided.

The State recognizes that equivalent equipment may be substituted to meet the State's requirements as defined in Attachments A through E and M through N. Such substitutions will require approval of the State.

3. The text of Contract Section A.9 is deleted in its entirety and replaced with the following:

A.9. The Contractor will provide the following services during Disaster testing or a Disaster event at the unit prices set forth in Attachment F:

Service	Mainframe	TennCare	Enterprise Windows/Linux	Enterprise UNIX	Print/Mail	Financial Institutions
Minimum Hours Per Test	40	80	40	40	20	0
Tests Per Contract Year	2	2	2	2	2	0
Total Testing Hours Included in Subscription Fee	80	160	80	80	40	0
Blocks of Additional Testing Time	4 hours	4 hours	4 hours	4 hours	4 hours	4 hours
Technical Support Assistance	Yes	Yes	Yes	Yes	No	No
Non-Intrusive Analysis Tool to Determine State's Configuration	No	Yes	Yes	Yes	No	No
Operating Systems Pre-loaded to State's Requirements	z/OS 1.6 or higher	Sun Solaris; Windows, VMware	Windows, Linux, VMware	Sun Solaris	N/A	N/A
Remote Management Console via Dial-up or Internet (Contractor to Supply Special Remote Software Required)	Yes	Yes	Yes	Yes	No	No
Data Destruction Services (Deletion of all State Data from Contractor Systems Confirmed in Writing)	Yes	Yes	Yes	Yes	Yes	Yes
Tape Handling Services	Yes	Yes	Yes	Yes	No	Yes
Data Restoration Services	Yes	Yes	Yes	Yes	No	N/A
Data Replication Services	No	Yes	Yes	Yes	No	No

4. The text of Contract Section C.3.b is deleted in its entirety and replaced with the following:

C.3.b. During the term of the Contract, the State reserves the right to add or delete Resources or Hardware from the Environments listed in Attachments A through E and/or M through N. The Contractor will be notified in writing of changes to the Environments and copy of such dated notice will be filed with the Contract. The Contractor shall have one month,

upon receipt of the written notice, to address the changes. The Contract will be amended to update Attachments A through E and the Subscription Fee per Month to the then current Resource or Hardware levels only when amendments are required to add or change Unit Rates or to increase the maximum liability.

C.3.b.i. For the addition of a Resource or Hardware that is listed in Attachments A through E and/or M through N, the Monthly Unit Rate quoted in Attachment F will apply to the portion of the additional quantity of such Resource or Hardware that is available to the State at its primary Recovery Center. The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Resource or Hardware in Attachment F times the additional quantity of the Resource or Hardware.

C.3.b.ii. For the deletion of a Resource or Hardware that is listed in Attachments A through E and/or M through N, the Monthly Unit Rate quoted in Attachment F will apply to the portion of the deleted quantity of such Resource or Hardware that is no longer needed by the State at its primary Recovery Center. The State's Subscription Fee per Month will be decreased by an amount equal to the Monthly Unit Rate for the Resource or Hardware in Attachment F times the deleted quantity of the Resource or Hardware.

C.3.b.iii. The State may add a Resource or Hardware not listed in Attachments A through E and/or M through N, where such additional Resource or Hardware or equivalent equipment is available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base.

If the State adds a Resource or Hardware not listed in attachments A through E and/or M through N, where such additional Resource or Hardware or equivalent equipment is available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base, it will be necessary to amend this contract to include an Attachment F Monthly Unit Rate for the additional Resource or Hardware with pricing fixed for the duration of the Contract.

The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Resource or Hardware in the amended Attachment F times the quantity of the Resource or Hardware that is required by the State at its primary Recovery Center.

C.3.b.iv. The State may add a Resource or Hardware not listed in Attachments A through E and/or M through N, where such additional Resource or Hardware or equivalent equipment is not available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base (called "Nonstandard Equipment"). In which case, the State acknowledges that the Contractor may need to acquire such additional Resource or Hardware solely for the State. If, in order to support the State's requirements, the Contractor must acquire Nonstandard Equipment, the Contractor will provide the State a description of a) the quantity and type of Nonstandard Equipment acquired and b) the total investment amount incurred by the Contractor to acquire such Nonstandard Equipment. Upon written approval from the State, the Contractor will acquire such Nonstandard Equipment.

If the State adds a Resource or Hardware not listed in attachments A through E and/or M through N, where such additional Resource or Hardware or equivalent "Nonstandard Equipment" that is not available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base, it will be necessary to amend this contract to include an Attachment F Monthly Unit Rate for the additional Resource or Hardware with pricing fixed for the duration of the Contract. Said Monthly Unit Rate will be computed by dividing the Contractor's investment amount by the number of whole months between the date such Nonstandard Equipment is acquired and April 30, 2012. "Investment amount" includes the acquisition price, as well as any maintenance fees associated with the Nonstandard Equipment.

The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Nonstandard Equipment in the amended Attachment F times the quantity of the Nonstandard Equipment required by the State at its primary Recovery Center.

For the deletion of Nonstandard Equipment that is listed in Attachments A through E and/or M through N, the State will pay, in a lump sum, the Monthly Unit Rate quoted in Attachment F for Nonstandard Equipment, times the deleted quantity of Nonstandard Equipment, times the remaining months through April 30, 2012. At the State's sole option, the Contractor will transfer ownership or license rights for the deleted Nonstandard Equipment to the State and ship such equipment to the State, unless otherwise agreed at the time of purchase. The State will pay all shipping fees. The Monthly Unit Rate quoted in Attachment F will apply to the portion of the deleted quantity of such Nonstandard Equipment that is no longer needed by the State at its primary Recovery Center. The State's Subscription Fee per Month will be decreased by an amount equal to the Monthly Unit Rate for the Nonstandard Equipment in Attachment F times the deleted quantity of the Nonstandard Equipment.

- C.3.b.v. The Unit Rates for the following Optional Services and Disaster Declaration Services may be increased or decreased when Resources or Hardware are added or deleted. To initiate the Unit Rate increases, the Contractor must provide the reasons for the increase to the State in writing. It will be necessary to amend this contract to effect such adjusted Unit Rates.

Optional Services

Additional Testing Time Per 4-Hour Block (for Attachments A through E and Attachment M)

Contractor Data Restoration Services Per Month (for Attachments A through D and Attachment M)

Disaster Declaration Services

Recovery Center Usage Per Day (for Attachments A through E and Attachment M)

Cold Site Usage Per Day (for Attachments A through D and Attachment M)

- C.3.b.vi. After six (6) months from the beginning of the Contract, the State may remove entire Environment(s) listed in Attachments A through E and/or M through N from the Contract at its sole discretion. The Contractor will be given at least thirty (30) days prior written notice of the removal with said notice to specify the removed Environment(s) and the date after which the Contractor is no longer obligated to provide services for the Environment(s), including but not limited to any service which is the subject of a subcontract between Contractor and a third party. The removal of Environment(s) by the State will not alter in any way the Contractor's obligations to the remaining Environments under this Contract. The State will discontinue payment of all fees associated with the removed Environment(s) and reimburse the Contractor for any Nonstandard Equipment as described in Contract Section C.3.b.iv as of the date the State removes the Environment(s). The Contractor will have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the removal of Environment(s).

5. The following provision is added as Contract Section C.3.c.

- C.3.c. In accordance with Contract Section C.3.b, the State has added Disaster Recovery Communication Circuits (DRCCs) (DS3 and T-1 circuits) to the Contract, as described in Contract Attachment F, Component Costs, Subsection "Other Components" and Contract Attachment N. In the event that the State procures a DRCC, the following provisions shall apply:

- a. The State shall provide the Contractor with a written description of the required DRCC, and the Contractor shall submit a price to the State for the DRCC. The Contractor shall derive this price by marking up its monthly cost for the DRCC by no more than the Markup Percentage given in Contract Attachment F.
- b. The State requires that the pricing offered to the State for DRCC be competitive with pricing offered to the market in general. The Contractor must provide detailed documentation to the State to substantiate the proposed cost(s). This documentation may be in the form of invoices to the vendor, records of component costs, or other documentation that clearly and specifically verifies the cost of the DRCC to the Contractor.
- c. If the State and Contractor reach an agreement regarding the cost associated with the DRCC, the State will authorize the Contractor to make the DRCC available for the State's use in conducting Disaster Recovery and testing services.
- d. All Contractor, Supplier, or Subcontractor pricing information used in determining the price(s) for DRCCs shall be subject to audit by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives. Such audit shall be performed during normal business hours upon reasonable notice by the State.

6. The text of Contract Section E.2 is deleted in its entirety and replaced with the following:

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice. Communications sent to any street address or facsimile number other than those designated in this Contract, or hereafter specified by written notice, shall not be valid.

The State:

Max Arnold
Executive Director Data Center Operations
max.arnold@state.tn.us
615-253-4382

Scott Hiett
Director Technical Support / Production Services
scott.hiett@state.tn.us
615-532-1781

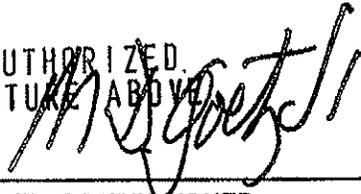
Office for Information Resources
901 5th Avenue North
Nashville TN, 37243
FAX: 615-741-7341

The Contractor:

Attn: Contract Administration
SunGard Availability Services LP
680 Swedesford Road
Wayne, PA 19087
Fax: 610-225-1125

APPROVED:

PER AUTHORIZED
SIGNATURE ABOVE



M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE



7/9/08

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

CONTRACT ATTACHMENT A

MAINFRAME REQUIREMENTS

Attachment A -- Mainframe

Gartner MIP	2000	2000	2000	2000	2000
1 GB Main Storage	32	32	32	32	32
1-GB DASD Useable-formatted --- NOT RAW SPACE	14000	14000	14000	14000	14000
Open Systems Adapter (OSA)	3	3	3	3	3
4000 Mod 1 Printer	1	1	1	1	1
3490 Tape Drive	40	40	40	40	40
3590 Tape Drive (Mod E11)	32	32	40	40	40
3174 Mod 11L Local Terminal Control Unit	1	1	1	1	1
3194 Mod 5 Operator Console	8	8	8	8	8
3745-x1A (16MB, 10 CA, 4 high-speed scanners, 64 LIC1, 64 LIC3, 5 56Kb ports)	1	1	1	1	1
3746/900 (2 ESCON, 2 TR TIC3, 4 LIC11 (12 V.24, 3 V.35))	1	1	1	1	1
19.2 Kb Circuits (Dial-up)	10	10	10	10	10
3287/002 Printer	1	1	1	1	1
DRS Circuit/ DS-3 access	1	1	1	1	1
DRS Circuit/ T1.5 Mb Access Link	4	2	2	2	2
9840C Tape Drive	22	22	22	22	22
STK 9310 Silo	1	1	1	1	1

Note:

- 1) The State's mainframe utilizes z-9 CPU architecture and has multiple LPARs running z/OS.
- 2) The DASD provided must support ES800 flash copy commands for normal DASD backup processing.

CONTRACT ATTACHMENT B

TENNCARE EQUIPMENT REQUIREMENTS

Attachment B - TennCare Equipment

Citrix Terminal #1, #2, #3, #4, and #5						
HP-Compaq DL580	5	5	5	5	5	Number of server(s)
Memory (GB)	10	10	10	10	10	2 GB RAM each server
2.0 GHz Processor	10	10	10	10	10	2 processors each server
Disk Capacity (per GB)	1465	1465	1465	1465	1465	293 GB each server
InterChange Internet and Intranet Web Server						
HP-Compaq DL580	1	1	1	1	1	Number of server(s)
Memory (GB)	2	2	2	2	2	2 GB RAM each server
2.0 GHz Processor	2	2	2	2	2	2 processors each server
Disk Capacity (per GB)	293	293	293	293	293	293 GB each server
FileNet App Server						
HP-Compaq DL580	1	1	1	1	1	Number of server(s)
Memory (GB)	2	2	2	2	2	2 GB RAM each server
2.0 GHz Processor	2	2	2	2	2	2 processors each server
Disk Capacity (per GB)	293	293	293	293	293	293 GB each server.
FileNet Inbound Document Linker Service						
HP-Compaq DL580	1	1	1	1	1	Number of server(s)
Memory (GB)	2	2	2	2	2	2 GB RAM each server
2.0 GHz Processor	2	2	2	2	2	2 processors each server
Disk Capacity (per GB)	293	293	293	293	293	293 GB each server
FileNet Renderer Services						
HP-Compaq DL580	1	1	1	1	1	Number of server(s)
Memory (GB)	2	2	2	2	2	2 GB RAM each server
2.0 GHz Processor	2	2	2	2	2	2 processors each server
Disk Capacity (per GB)	293	293	293	293	293	293 GB each server
FTP Server						
HP-Compaq DL580	1	1	1	1	1	Number of server(s)
Memory (GB)	2	2	2	2	2	2 GB RAM each server
2.0 GHz Processor	2	2	2	2	2	2 processors each server

Disk Capacity (per GB)	293	293	293	293	293	293 GB each server	
Interchange Online Server							
SunFire 4900	1	1	1	1	1	Note: The Sun servers from here to the bottom are listed individually. The resources are for the specified server.	
Memory (GB)	24	24	24	24	24		
1.35 GHz Dual Core Ultraspark 4 (24 cores) Processor	12	12	12	12	12		
Disk Capacity (per GB) SAN (usable formatted space with RAID 5 configuration - NOT RAW SPACE)	12288	12288	12288	12288	12288		
SCSI Adapter	2	2	2	2	2		
Quad Fast Ethernet Card	1	1	1	1	1		
Gbit 1x1000BaseT	1	1	1	1	1		
LP9002L Fiber Adapter	1	1	1	1	1		
6560 Fiber Adapter	4	4	4	4	4		
Siebel DB Server							
SunFire V880	1	1	1	1	1		
Memory (GB)	8	8	8	8	8		
1.2Ghz Processor	4	4	4	4	4		
Disk Capacity (per GB)	144	144	144	144	144		
Quad Fast Ethernet Card	1	1	1	1	1		
Gbit 1x100BaseT	1	1	1	1	1		
LP9002L Fiber Adapter	1	1	1	1	1		
FileNet DB Server							
SunFire 280R	1	1	1	1	1		
Memory (GB)	1	1	1	1	1		
1.2Ghz Processor	2	2	2	2	2		
Disk Capacity (per GB)	144	144	144	144	144		
LP9002L Fiber Adapter	1	1	1	1	1		
10/100BaseT	1	1	1	1	1		
FileNet Application Server							
SunFire 280R	1	1	1	1	1		
Memory (GB)	1	1	1	1	1		
1.2Ghz Processor	2	2	2	2	2		
Disk Capacity (per GB)	144	144	144	144	144		
LP9002L Fiber Adapter	1	1	1	1	1		
10/100BaseT	1	1	1	1	1		
SUN 2 (also the Legato Tape Server)							
SunFire 4900	1	1	1	1	1		
Memory (GB)	16	16	16	16	16		
1.35 GHz Dual Core Ultraspark 4 (16 cores) Processor	8	8	8	8	8		
Disk Capacity (per GB)	144	144	144	144	144		

Gbit 1x100BaseT	2	2	2	2	2
10/100BaseT	2	2	2	2	2
LP9002L Fiber Adapter	1	1	1	1	1
SUN 0					
SunFire 4800	1	1	1	1	1
Memory (GB)	16	16	16	16	16
1.2 GHz Processor	8	8	8	8	8
Disk Capacity (per GB)	144	144	144	144	144
Gbit 1x100BaseT	2	2	2	2	2
10/100BaseT	2	2	2	2	2
LP9002L Fiber Adapter	1	1	1	1	1

CONTRACT ATTACHMENT F

UNIT RATES

Environment Costs

This table shows the services cost for the Environments specified in Contract Attachments A through E and M through N.

Subscription Fee Per Month is the monthly rate to provide Disaster Recovery Facilities and Testing for the specified Environment.

Optional Services are services that may be requested by the State during a Test or Disaster.

Disaster Declaration Services are services that may be requested by the State during a Disaster.

Contract Attachment A - Mainframe Configuration	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	27,500.00	27,500.00	27,500.00	27,500.00	27,500.00
Optional Services					
Additional Testing Time Per 4-Hour Block	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Contractor Data Restoration Services Per Month	2,358.00	2,358.00	2,358.00	2,358.00	2,358.00
Disaster Declaration Services					
Declaration Fee Per Incident	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Cold Site Usage Per Day	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Contract Attachment B - TennCare Equipment	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	11,595.00	11,595.00	11,595.00	11,595.00	11,595.00
Optional Services					
Additional Testing Time Per 4-Hour Block	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	6,059.00	6,059.00	6,059.00	6,059.00	6,059.00
Continuous Data Replication (RPO <= 5 minutes) for SAN Technology Per GB Per Month	26.10	26.10	26.10	26.10	26.10

Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	22.50	22.50	22.50	22.50	22.50
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per GB Per Month	20.62	20.62	20.62	20.62	20.62
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	19.15	19.15	19.15	19.15	19.15
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	18.89	18.89	18.89	18.89	18.89
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	18.27	18.27	18.27	18.27	18.27
Batch Data Replication (RPO = 8 hours) for SAN Technology Per GB Per Month	18.27	18.27	18.27	18.27	18.27
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	14.03	14.03	14.03	14.03	14.03
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	8,750.00	8,750.00	8,750.00	8,750.00	8,750.00
Cold Site Usage Per Day	10,500.00	10,500.00	10,500.00	10,500.00	10,500.00
Contract Attachment C - Enterprise Windows/Linux					
	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
Optional Services					
Additional Testing Time Per 4-Hour Block	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	4,334.00	4,334.00	4,334.00	4,334.00	4,334.00
Continuous Data Replication (RPO < = 5 minutes) for SAN Technology Per GB Per Month	28.02	28.02	28.02	28.02	28.02
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	23.67	23.67	23.67	23.67	23.67
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per GB Per Month	22.15	22.15	22.15	22.15	22.15
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	21.50	21.50	21.50	21.50	21.50
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	20.86	20.86	20.86	20.86	20.86
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32

Batch Data Replication (RPO = 8 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	16.00	16.00	16.00	16.00	16.00
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
Cold Site Usage Per Day	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00
Contract Attachment D - Enterprise UNIX					
	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	6,700.00	6,700.00	6,700.00	6,700.00	6,700.00
Optional Services					
Additional Testing Time Per 4-Hour Block	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	6,540.00	6,540.00	6,540.00	6,540.00	6,540.00
Continuous Data Replication (RPO <= 5 minutes) for SAN Technology Per GB Per Month	28.02	28.02	28.02	28.02	28.02
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	23.67	23.67	23.67	23.67	23.67
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per GB Per Month	22.15	22.15	22.15	22.15	22.15
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	21.50	21.50	21.50	21.50	21.50
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	20.86	20.86	20.86	20.86	20.86
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication (RPO = 8 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	16.00	16.00	16.00	16.00	16.00
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	13,750.00	13,750.00	13,750.00	13,750.00	13,750.00
Cold Site Usage Per Day	16,500.00	16,500.00	16,500.00	16,500.00	16,500.00

Contract Attachment E - Print/Mail Services	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	14,050.00	14,050.00	14,050.00	14,050.00	14,050.00
Optional Services					
Additional Testing Time Per 4-Hour Block	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
Print MICR Checks 8 ½" X 11" Per 1000	35.04	35.04	35.04	35.04	35.04
Print Simplex/Duplex Pages Per 1000	30.02	30.02	30.02	30.02	30.02
Print Continuous Forms Simplex/Duplex Per 1000	20.02	20.02	20.02	20.02	20.02
Fold, Insert, and Prepare to Mail Forms/Letters Per 1000 Envelopes	30.00	30.00	30.00	30.00	30.00
Label, Package and Prepare to Ship Print Per 1000 Print Items (items include pages, forms, and envelopes)	10.00	10.00	10.00	10.00	10.00
Disaster Declaration Services					
Print-Only Declaration Fee Per Incident	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Print-Only Alert Fee Per Incident	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Print-Only Recovery Center Usage per Day	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Contract Attachment M – Financial Institutions	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	400.00	400.00	400.00	400.00	400.00
Optional Services					
Additional Testing Time Per 4-Hour Block	1000.00	1000.00	n/a	n/a	n/a
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Contractor Data Restoration Services Per Month	n/a	n/a	n/a	n/a	n/a
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (first 30 days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (day 31 through day 42)	1250.00	1250.00	1250.00	1250.00	1250.00
Cold Site Usage Per Day	1375.00	1375.00	1375.00	1375.00	1375.00

Component Costs

This table shows the increase/decrease to the **Subscription Fee Per Month** to add/delete components in the Environments specified in Contract Attachments A through E and M through N.

Standard Configuration and Additional Components are priced for the indicated server type. Standard Configuration denotes the minimum server configuration required by the State. Additional Components denote the components that may be added to the server to upgrade the components beyond the Standard Configuration.

Note: All rates are per month.

Mainframe Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
50 Gartner MIP	250.00	250.00	250.00	250.00	250.00
2 GB Main Storage	2.00	2.00	2.00	2.00	2.00
100 GB DASD Useable formatted – NOT RAW SPACE	7.00	7.00	7.00	7.00	7.00
1 Open Systems Adapter (OSA)	4.00	4.00	4.00	4.00	4.00
1 4000 Mod 1 Printer	14.00	14.00	14.00	14.00	14.00
1 3490 Tape Drive	1.00	1.00	1.00	1.00	1.00
1 3590 Tape Drive (Mod E11)	2.00	2.00	2.00	2.00	2.00
1 3174 Mod 11L Local Terminal Control Unit	1.00	1.00	1.00	1.00	1.00
1 3194 Mod 5 Operator Console	2.00	2.00	2.00	2.00	2.00
1 3745-x1A (16MB, 10 CA, 4 high speed scanners, 64 LIC1, 64 LIC3, 5 56Kb ports)	62.00	62.00	62.00	62.00	62.00
1 3746/900 (2 ESCON, 2 TR TIC3, 4 LIC11 (12 V.24, 3 V.35))	62.00	62.00	62.00	62.00	62.00
1 19.2 Kb Circuits (Dial-up)	1.00	1.00	1.00	1.00	1.00
1 3287/002 Printer	14.00	14.00	14.00	14.00	14.00
1 DRS Circuit/ DS-3 access	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
1 DRS Circuit/ T1.5 Mb Access Link	275.00	275.00	275.00	275.00	275.00
9840C Tape Drive	5.00	5.00	5.00	5.00	5.00
STK 9310 Silo	50.00	50.00	50.00	50.00	50.00
UNIX Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
Standard SUN V240 Configuration					
1 SUN V240	161.00	161.00	161.00	161.00	161.00
2 1.5GHz Processors					
4 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN V240 Components					
1 1.5GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 10/100BaseT	1.00	1.00	1.00	1.00	1.00

Standard SUN V440 Configuration					
1 SUN V440	460.00	460.00	460.00	460.00	460.00
4 1.593GHz Processor					
16 GB Memory					
4 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN V440 Components					
1 Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
Standard Sunfire V890 Configuration					
1 SunFire V890	485.00	485.00	485.00	485.00	485.00
4 1.5GHz Processor					
16 GB Memory					
4 146 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional Sunfire V890 Components					
1 1.5Ghz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 Quad Fast Ethernet Card	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x100BaseT	1.00	1.00	1.00	1.00	1.00
1 LP9002L Fiber Adapter	2.00	2.00	2.00	2.00	2.00
Standard SUN 1280 Configuration					
1 SUN 1280	335.00	335.00	335.00	335.00	335.00
4 1.5GHz Processor					
12 GB Memory					
2 36 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN 1280 Components					
1 1.5GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
Standard SUN T2000 Configuration					
1 SUN T2000	317.00	317.00	317.00	317.00	317.00
1 1GHz Processor					
8 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN T2000 Components					
1 1GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
Standard SUN 4900 Configuration					
1 SunFire 4900	470.00	470.00	470.00	470.00	470.00
4 1.35GHz Dual Core Ultraspark 4 Processor					
16 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN 4900 Components					
1 1.35GHz Dual Core Ultraspark 4 Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00

1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 SCSI Adapter	1.00	1.00	1.00	1.00	1.00
1 Quad Fast Ethernet Card	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x100BaseT	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x1000BaseT	1.00	1.00	1.00	1.00	1.00
1 10/100BaseT	1.00	1.00	1.00	1.00	1.00
1 LP9002L Fiber Adapter	2.00	2.00	2.00	2.00	2.00
1 6560 Fiber Adapter	2.00	2.00	2.00	2.00	2.00
Standard SUN V420R Configuration					
1 Sun 420R Server	400.00	400.00	400.00	400.00	400.00
2 Processors					
4 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Windows/Linux Components	Monthly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
Standard HP DL380 G4 Configuration					
HP DL380 G4	57.00	57.00	57.00	57.00	57.00
2 3.6Ghz Xeon processors					
2 GB Memory					
4 72 GB Ultra320 SCSI hard drives (RAID 5)					
Additional HP DL380 G4 Components					
1 GB Memory	3.00	3.00	3.00	3.00	3.00
1 72 GB Ultra320 SCSI hard drives (RAID 5)	36.00	36.00	36.00	36.00	36.00
1 146 GB Ultra320 SCSI hard drives (RAID 5)	72.00	72.00	72.00	72.00	72.00
1 Dual Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
Standard HP DL580 G3 Configuration					
HP DL580 G3	51.00	51.00	51.00	51.00	51.00
4 3.33Ghz Xeon processors					
4 GB PC2-3200 ECC Memory					
4 72 GB Ultra320 SCSI hard drive					
Additional HP DL580 G3 Components					
1 GB PC2-3200 ECC Memory	3.00	3.00	3.00	3.00	3.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 146 GB Ultra320 SCSI hard drive	36.00	36.00	36.00	36.00	36.00
1 72GB 15K RPM Local Hard Disks	72.00	72.00	72.00	72.00	72.00
1 Single Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
1 Gigabit Network Connection (2 Onboard + 2 dual port NIC Cards)	1.00	1.00	1.00	1.00	1.00
Standard Dell PowerEdge 2850 Configuration					
Dell PowerEdge 2850	57.00	57.00	57.00	57.00	57.00
2 3.6Ghz Xeon processors					
2 GB Memory					
4 72 GB Ultra320 SCSI hard drives (RAID 5)					
Additional Dell PowerEdge 2850 Components					
1 GB Memory	3.00	3.00	3.00	3.00	3.00
1 72 GB Ultra320 SCSI hard drives (RAID 5)	36.00	36.00	36.00	36.00	36.00
1 146 GB Ultra320 SCSI hard drives (RAID 5)	72.00	72.00	72.00	72.00	72.00
1 Dual Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00

Standard Dell PowerEdge 6850 Configuration					
Dell PowerEdge 6850	87.00	87.00	87.00	87.00	87.00
4 3.33Ghz Xeon processors					
4 GB PC2-3200 ECC Memory					
4 72 GB Ultra320 SCSI hard drive					
Additional Dell PowerEdge 6850 Components					
1 GB PC2-3200 ECC Memory	3.00	3.00	3.00	3.00	3.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 146 GB Ultra320 SCSI hard drive	72.00	72.00	72.00	72.00	72.00
1 72GB 15K RPM Local Hard Disks	36.00	36.00	36.00	36.00	36.00
1 Single Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
1 Gigabit Network Connection (2 Onboard + 2 dual port NIC Cards)	1.00	1.00	1.00	1.00	1.00
UNIX/Windows/Linux SAN Storage					
	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
10 GB Storage on SAN (usable formatted space with RAID 5 configuration - NOT RAW SPACE)	7.00	7.00	7.00	7.00	7.00
Print/Mail Services Components					
	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
MICR Checks 8 1/2" X 11" Per 1000	35.04	35.04	35.04	35.04	35.04
Simplex/Duplex Pages Per 1000	30.02	30.02	30.02	30.02	30.02
Continuous Forms Simplex/Duplex Per 1000	20.02	20.02	20.02	20.02	20.02
OTHER COMPONENTS					
	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
DS3 Circuit	25% Markup				
T-1 Circuit	25% Markup				
Rack Space	1600.00	1600.00	1600.00	1600.00	1600.00
Tape Backup System					
L700 Tape Library	50.00	50.00	50.00	50.00	50.00
LTO-3 Tape Drives	5.00	5.00	5.00	5.00	5.00
LTO-2 Tape Drives (already on contract)	5.00	5.00	5.00	5.00	5.00

FINANCIAL INSTITUTIONS EQUIPMENT REQUIREMENTS

Attachment F – Financial Institutions

Sun 420R Server	1	1	0	0	0
Processor	2	2	0	0	0
72GB Hard Drive	2	2	0	0	0
1 GB RAM Memory	4	4	0	0	0
1 LP9002L Fiber Adapter	1	1	0	0	0

CONTRACT ATTACHMENT N

OTHER EQUIPMENT REQUIREMENTS

Attachment N - Other

DR Communication Circuits						
DS3 Circuit	1	2	2	2	1	DS3 circuit from TNII to recovery centers
T-1 Circuit	1	1	1	1	1	T1 circuit used to perform testing exercises from recovery center to data center
Rack space for OIR owned equipment	2	3	3	3	2	Rack, floor space and power to house OIR owned equipment
Tape Backup System						
L700 Tape Library	1	1	1	1	1	Used by ALL environments
LTO-3 Tape Drives	12	12	12	12	12	
LTO-2 Tape Drives	4	4	4	4	4	

CONTRACT SUMMARY SHEET

060706

REF #		Contract #	
317.03 — 162 — 07		FA -07-20941-00	
State Agency		State Agency/Division	
Department of Finance and Administration		Office for Information Resources Travis Johnson — 741-5727	
Contractor Name		Contractor ID # (FEIN or SSN)	
SunGard Availability Services LP		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 23-2106195	
Service Description			
Disaster recovery services.			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
May 1, 2007	April 30, 2012	VENDOR	
Mark Each TRUE Statement			
<input type="checkbox"/> Contractor is on STARS		<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
317.03	940	083	12
FY	State	Federal	Interdepartmental
2007			\$289,468.00
2008			\$1,447,340.00
2009			\$1,447,340.00
2010			\$434,202.00
2011			\$434,202.00
2012			\$289,475.00
TOTAL			\$4,342,027.00
COMPLETE FOR AMENDMENTS ONLY		State Agency Fiscal Contact & Telephone	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Maureen Abbey, 741-6070
			State Agency Budget Officer Approval
			<i>Maureen Abbey</i>
			Funding Certification (certification required by ICAR 89-6-11) (where there is a balance in the appropriation from which the obligation is incurred, it is required to be paid from that, not otherwise, number to pay to be paid from the account)
TOTAL			RECEIVED APR 27 AM 8:58 PROCLERS OFFICE OF MANAGEMENT SERVICES
End Date			
Contractor Ownership (complete only for base contracts with contract # prefix FA or ER)			
<input type="checkbox"/> African American <input type="checkbox"/> Person w/ Disability <input type="checkbox"/> Hispanic <input type="checkbox"/> Small Business <input checked="" type="checkbox"/> NOT minority/disadvantaged <input type="checkbox"/> Asian <input type="checkbox"/> Female <input type="checkbox"/> Native American <input type="checkbox"/> OTHER minority/disadvantaged—			
Contractor Selection Method (complete for ALL base contracts — N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP <input checked="" type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Alternative Competitive Method <input type="checkbox"/> Non-Competitive Negotiation <input type="checkbox"/> Negotiation w/ Government (a.g., ID, GG, GU) <input type="checkbox"/> Other			
Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			

MAY - 2

The State complied with the provisions of the pre-approved Competitive Negotiation Request, and chose the Competitive Negotiation vehicle after a failed RFP attempt. For that RFP there were two proposers, but neither was responsive to the technical requirements of the RFP. Participation in the failed RFP process was deemed a pre-qualification step to participation in the Competitive Negotiation process. The process was designed to allow negotiation of contract language with the two proposers, prior to the submission of proposals. During the course of the negotiations, IBM withdrew from the process because they would not agree to the State's Scope of Services, which was a mandatory requirement for continued negotiations. This left only SunGard to participate. The State successfully completed negotiations with SunGard on March 21, 2007. SunGard submitted its proposal on March 30, 2007. The State reviewed this proposal and determined that it met the State's requirements, and that the costs proposed were reasonable. On April 11, 2007, the State announced its intent to award the Disaster Recovery contract to SunGard.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
SUNGARD AVAILABILITY SERVICES LP**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and SunGard Availability Services LP, hereinafter referred to as the "Contractor," is for the provision of Recovery Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Limited Partnership. The Contractor's address is:

680 East Swedesford Road, Wayne, PA 19087

The Contractor's place of incorporation or organization is State of Pennsylvania.

A. SCOPE OF SERVICES:

- A.1. The Contractor will provide the State with Recovery Services as set forth in this Scope of Services and the State's Competitive Negotiation RFS# 317.03-162-07 (hereinafter referred to as the "CN"), issued on January 12, 2007, which is incorporated and made part of this Contract.

Disaster Recovery Requirements. The Contractor shall manage and deliver the Recovery Services in accordance with requirements stated in the following Contract Attachments:

Attachment A: Mainframe Requirements
Attachment B: TennCare Equipment Requirements
Attachment C: Enterprise Windows/Linux Requirements
Attachment D: Enterprise UNIX Requirements
Attachment E: Print/Mail Requirements
Attachment F: Unit Rates
Attachment G: Attestation RE Personnel Used In Contract Performance
Attachment H: HIPAA Business Associate Agreement
Attachment I: Recovery Services
Attachment J: Output Recovery Services
Attachment K: Managed IT Services
Attachment L: High Availability Services

- A.2. The Contractor shall make available a Recovery Center (a.k.a. Hotsite) for up to forty two (42) days and Cold Site (a.k.a. Coldsite) for up to six (6) months, of adequate size, that will provide an effective means of minimizing the potential impact of a major Disaster affecting the State's Central Processing Facility and its communications network.

- A.3. The Contractor shall provide Recovery Services for two types of Disaster Declarations - Infrastructure Disaster Declaration and Print-Only Disaster Declaration. The State will declare an Infrastructure Disaster Declaration by Environment(s) when service delivery capabilities for the Environment(s) are interrupted. This may include, but will not be limited to, Print/Mail Services for the declared Environment(s). The State will declare a Print-Only Disaster Declaration when printing capabilities alone are interrupted and only the services included in the Mail/Print Services Environment are required. Access to a Recovery Center will be available within 24 hours of Disaster Declaration.

The Contractor will provide and maintain a minimum of three (3) Recovery Centers from which the Environments in Attachments A through D may be provided. At least two (2) of the Recovery Centers must be more than fifty (50) miles apart. The Contractor will provide and maintain a minimum of one (1) Recovery Center from which Print/Mail Services (Attachment E) may be provided.

The State recognizes that equivalent equipment may be substituted to meet the State's requirements as defined in Attachments A through E. Such substitutions will require approval of the State.

- A.4. The State will be responsible for installing equipment at the Cold Site. The Contractor will work with the State to develop a plan to provide the State access to a Cold Site in time to adequately transition from the Recovery Center to the Cold Site within the forty two (42) days allotted at the Recovery Center.
- A.5. The Contractor will provide print connectivity that supports the Environments defined in Attachments A through D.
- A.6. The Contractor will provide Print/Mail Services for both AFP/Metacode and PostScript format. The Contractor will produce laser image MICR/non MICR cut sheet output.
- A.7. The Contractor will provide minimum 512 Kbps Public Internet access at the request of the State during Disaster Recovery testing and during a Disaster event.
- A.8. The Contractor will provide DS-3 channel connectivity to their network that can be shared between multiple Recovery Centers if necessary. Connectivity other than DS-3 channel may be used if the State and Contractor agree on the change.
- A.9. The Contractor will provide the following services during Disaster testing or a Disaster event at the unit prices set forth in Attachment F:

Service	Mainframe	TennCare	Enterprise Windows/Linux	Enterprise UNIX	Print/Mail
Minimum Hours Per Test	40	80	40	40	20
Tests Per Contract Year	2	2	2	2	2
Total Testing Hours Included in Subscription Fee	80	160	80	80	40
Blocks of Additional Testing Time	4 hours	4 hours	4 hours	4 hours	4 hours
Technical Support Assistance	Yes	Yes	Yes	Yes	No
Non-Intrusive Analysis Tool to Determine State's Configuration	No	Yes	Yes	Yes	No
Operating Systems Pre-loaded to State's Requirements	z/OS 1.6 or higher	Sun Solaris, Windows, VMware	Windows, Linux, VMware	Sun Solaris	N/A
Remote Management Console via Dial-up or Internet (Contractor to Supply Special Remote Software Required)	Yes	Yes	Yes	Yes	No
Data Destruction Services (Deletion of all State Data from Contractor Systems Confirmed in Writing)	Yes	Yes	Yes	Yes	Yes
Tape Handling Services	Yes	Yes	Yes	Yes	No
Data Restoration Services	Yes	Yes	Yes	Yes	No
Data Replication Services	No	Yes	Yes	Yes	No

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on May 1, 2007 and ending on April 30, 2012. The State shall have no obligation for the Recovery Services rendered by the Contractor which are not performed within the specified period.

B.2. Declared Disaster Term Extension. If the State declares a Disaster, the State, at its discretion, may automatically extend the existing Recovery Services under the Contract for an additional period or periods of time, not to exceed one (1) year.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Million, Three-Hundred Forty-Two Thousand, Twenty-Seven Dollars (\$4,342,027.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The maximum liability stated above does not include charges for Disaster Declaration Services to be incurred by the State in the event of an actual Disaster. Thus, in the event the State declares a Disaster, the Contract shall be amended to increase the maximum liability to cover Disaster Declaration Services at the rates set forth in Contract Attachment F.

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the unit prices detailed in Contract Attachment F.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. During a Disaster event, the Contractor may submit weekly invoices for postage. All invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

C.3.a. The Unit Rates in Attachment F for MICR checks, simplex/duplex pages, and simplex/duplex continuous forms (burst and/or cut and trimmed into 8 ½ X 11 sheets) must include all labor, equipment and materials costs, with the exception of check stock and pre-printed forms, to produce the print. The State will provide check stock and pre-printed forms to the Contractor at no cost to the Contractor. The State will compensate the Contractor for print produced during Disaster testing or a Disaster event at the Unit Rates in Attachment F. No other compensation for print production will be paid to the Contractor.

C.3.a.i. The State will compensate the Contractor for print delivery during a Disaster event as follows:

Bulk Shipping: The Contractor will label, package and ship print to an address designated by the State at the time of the Disaster. The Contractor is responsible for providing the labor, equipment and materials required to prepare the print for shipping. The State will pay the shipping company charges directly or reimburse the Contractor for the actual shipping company charges.

Postal Mail: The Contractor will fold, insert into envelopes and mail forms/letters to the addressee printed on the form/letter at the time of a Disaster. The Contractor is responsible for providing the

labor, equipment and materials required to prepare the forms/letters for mailing. The State will pay the postage directly or reimburse the Contractor for the actual postage charges.

C.3.a.ii. The State will compensate the Contractor for print delivery during Disaster testing as follows:

Bulk Shipping: The State may request the Contractor to ship samples of print or enveloped forms/letters produced during a Test. The Contractor will label, package and ship the samples to the address designated in E.2. The Contractor is responsible for providing the labor, equipment and materials required to prepare the samples for shipping. The State will pay the shipping company charges directly or reimburse the Contractor for the actual shipping company charges.

C.3.b. During the term of the Contract, the State reserves the right to add or delete Resources or Hardware from the Environments listed in Attachments A through E. The Contractor will be notified in writing of changes to the Environments and copy of such dated notice will be filed with the Contract. The Contractor shall have one month, upon receipt of the written notice, to address the changes. The Contract will be amended to update Attachments A through E and the Subscription Fee per Month to the then current Resource or Hardware levels only when amendments are required to add or change Unit Rates or to increase the maximum liability.

C.3.b.i. For the addition of a Resource or Hardware that is listed in Attachments A through E, the Monthly Unit Rate quoted in Attachment F will apply to the portion of the additional quantity of such Resource or Hardware that is available to the State at its primary Recovery Center. The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Resource or Hardware in Attachment F times the additional quantity of the Resource or Hardware.

C.3.b.ii. For the deletion of a Resource or Hardware that is listed in Attachments A through E, the Monthly Unit Rate quoted in Attachment F will apply to the portion of the deleted quantity of such Resource or Hardware that is no longer needed by the State at its primary Recovery Center. The State's Subscription Fee per Month will be decreased by an amount equal to the Monthly Unit Rate for the Resource or Hardware in Attachment F times the deleted quantity of the Resource or Hardware.

C.3.b.iii. The State may add a Resource or Hardware not listed in Attachments A through E, where such additional Resource or Hardware or equivalent equipment is available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base.

If the State adds a Resource or Hardware not listed in attachments A through E, where such additional Resource or Hardware or equivalent equipment is available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base, it will be necessary to amend this contract to include an Attachment F Monthly Unit Rate for the additional Resource or Hardware with pricing fixed for the duration of the Contract.

The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Resource or Hardware in the amended Attachment F times the quantity of the Resource or Hardware that is required by the State at its primary Recovery Center.

C.3.b.iv. The State may add a Resource or Hardware not listed in Attachments A through E, where such additional Resource or Hardware or equivalent equipment is not available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base (called "Nonstandard Equipment"). In which case, the State acknowledges that the Contractor may need to acquire such additional Resource or Hardware solely for the State. If, in order to support the State's requirements, the Contractor must acquire Nonstandard Equipment, the Contractor will provide the State a description of a) the quantity and type of Nonstandard Equipment acquired and b) the total investment amount incurred by the Contractor to acquire such Nonstandard Equipment. Upon written approval from the State, the Contractor will acquire such Nonstandard Equipment.

If the State adds a Resource or Hardware not listed in attachments A through E, where such additional Resource or Hardware or equivalent "Nonstandard Equipment" that is not available at the State's primary Recovery Center to the Contractor's general Recovery Services subscriber base, it will be necessary to amend this contract to include an Attachment F Monthly Unit Rate for the additional Resource or Hardware with pricing fixed for the duration of the Contract. Said Monthly Unit Rate will be computed by dividing the Contractor's investment amount by the number of whole months between the date such Nonstandard Equipment is acquired and April 30, 2012. "Investment

amount" includes the acquisition price, as well as any maintenance fees associated with the Nonstandard Equipment.

The State's Subscription Fee per Month will be increased by an amount equal to the Monthly Unit Rate for the Nonstandard Equipment in the amended Attachment F times the quantity of the Nonstandard Equipment required by the State at its primary Recovery Center.

For the deletion of Nonstandard Equipment that is listed in Attachments A through E, the State will pay, in a lump sum, the Monthly Unit Rate quoted in Attachment F for Nonstandard Equipment, times the deleted quantity of Nonstandard Equipment, times the remaining months through April 30, 2012. At the State's sole option, the Contractor will transfer ownership or license rights for the deleted Nonstandard Equipment to the State and ship such equipment to the State, unless otherwise agreed at the time of purchase. The State will pay all shipping fees. The Monthly Unit Rate quoted in Attachment F will apply to the portion of the deleted quantity of such Nonstandard Equipment that is no longer needed by the State at its primary Recovery Center. The State's Subscription Fee per Month will be decreased by an amount equal to the Monthly Unit Rate for the Nonstandard Equipment in Attachment F times the deleted quantity of the Nonstandard Equipment.

- C.3.b.v. The Unit Rates for the following Optional Services and Disaster Declaration Services may be increased or decreased when Resources or Hardware are added or deleted. To initiate the Unit Rate increases, the Contractor must provide the reasons for the increase to the State in writing. It will be necessary to amend this contract to effect such adjusted Unit Rates.

Optional Services

Additional Testing Time Per 4-Hour Block (for Attachments A through E)

Contractor Data Restoration Services Per Month (for Attachments A through D)

Disaster Declaration Services

Recovery Center Usage Per Day (for Attachments A through E)

Cold Site Usage Per Day (for Attachments A through D)

- C.3.b.vi. After six (6) months from the beginning of the Contract, the State may remove entire Environment(s) listed in Attachments A through E from the Contract at its sole discretion. The Contractor will be given at least thirty (30) days prior written notice of the removal with said notice to specify the removed Environment(s) and the date after which the Contractor is no longer obligated to provide services for the Environment(s), including but not limited to any service which is the subject of a subcontract between Contractor and a third party. The removal of Environment(s) by the State will not alter in any way the Contractor's obligations to the remaining Environments under this Contract. The State will discontinue payment of all fees associated with the removed Environment(s) and reimburse the Contractor for any Nonstandard Equipment as described in Contract Section C.3.b.iv as of the date the State removes the Environment(s). The Contractor will have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the removal of Environment(s).

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor, all payments to the Contractor under this Contract shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- C.9. The Contractor is not responsible for the cost of State employee travel for tests or disaster recovery, the State's usage of communications, and the transportation of media to the Recovery Center.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. After six (6) months from the beginning of the Contract, the Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the State exercise this provision, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date, including reimbursement for Nonstandard Equipment as defined in Section C.3.b.iv. Should the Contractor exercise this provision, the State shall have no liability to the Contractor except for those units of service which can be effectively used by the State. The final decision as to what these units of service are shall be determined by the State. In the event of disagreement, the Contractor may file a claim with the Tennessee Claims Commission in order to seek redress.
- D.4. Termination for Cause. If either party fails to properly perform its obligations under this Contract in a timely or proper manner, or if either party violates any material terms of this Contract, the party shall be deemed to have breached the Contract. Such a Breach can include but is not limited to any of the following:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract; or
- violation of any warranty.

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of actual damages and any other remedy available at law or equity.
- (2) In the event of a Breach, the State may declare a partial default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a partial default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within

five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

Upon partial default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a partial default is taken.

(3) **Contract Termination**— In the event of a Breach, the State shall notify the Contractor in writing within thirty (30) days of any Breach of Contract by the Contractor. The Contractor shall have thirty (30) days to cure said breach. If the material Breach cannot be cured within that time period the State may terminate the Contract in whole or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination.

b. **State Breach**— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within ninety (90) days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. The State shall have thirty (30) days to cure said breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach.

D.5. **Subcontracting**. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State, which will not be unreasonably withheld.

If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. **Conflicts of Interest**. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. **Nondiscrimination**. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. **Prohibition of Illegal Immigrants**. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Contract Attachment G, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees

or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract, as required by law.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause. If any force majeure event affects Contractor's ability to deliver Recovery Services, then the Contractor shall use all reasonable efforts to implement its applicable redundant resources or other back-up solutions.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice. Communications sent to any street address or facsimile number other than those designated in this Contract, or hereafter specified by written notice, shall not be valid.

The State:

Mark B. Hancock
Information System Consultant
Mark.Hancock@state.tn.us
615-741-1422

Larry K. Peck
Information System Consultant

Larry.K.Peck@state.tn.us
615-532-0920

Office for Information Resources
901 5th Ave N.
Nashville, TN 37219
FAX 615-741-7341

The Contractor:
Attn: Contract Administration
SunGard Availability Services LP
680 Swedesford Road
Wayne, PA 19087
Fax: 610-225-1125

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission. The Disaster declaration notice may be given orally, provided that a signed written confirmation is received at the applicable recovery facility within a reasonable time thereafter.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract or negligence shall not exceed two (2) times the value of this contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the contractor's liability for intentional torts, criminal acts or fraudulent conduct.
- E.5. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its Attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Competitive Negotiation and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.8. Confidentiality of Records.

- a. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided by one party to the other or acquired by one party on behalf of the other shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the receiving party to safeguard the confidentiality of such material or information in conformance with State law and ethical standards. In addition, Contractor's physical security systems, access control systems, specialized recovery equipment and techniques, User Guide and E-Testing program, which include trade secrets of Contractor, shall be deemed to be confidential information, whether or not marked as such.
- b. The receiving party will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the Confidential Information as it exercises to protect its own confidential information but not less than a reasonable standard of care, so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.
- c. Both parties obligations, under this section, do not include information in the public domain; entering the public domain but not from a breach by the receiving party of this Contract; previously possessed by the receiving party without written obligations to the disclosing party to protect it; acquired by the receiving party without written restrictions against disclosure from a third party which, to the receiving party's knowledge, is free to disclose the information; independently developed by the receiving party without the use of the disclosing party's information; or, disclosed by the disclosing party to others without restrictions against disclosure.
- d. Contractor's interfaces, and Contractor's Statement processing programs, and the source code and object code thereof, and all ideas, methods and concepts used in developing or incorporated into the such programs and all revisions, modifications, refinements, releases, versions, enhancements and improvements thereof (collectively, "Proprietary Items") are trade secrets, confidential information and proprietary property of Contractor. All Proprietary Items provided to State under this Agreement are being provided on a strictly confidential and limited use basis. State shall not, directly or indirectly, communicate, publish, display, loan, give or otherwise disclose any Proprietary Item to any unauthorized person, or permit any unauthorized person to have access to or possession of any Proprietary Item. Title to all Proprietary Items and all related patent, copyright, trademark, service mark, trade secret, intellectual property and other ownership rights shall remain exclusively with Contractor, even with respect to such items that were created by Contractor specifically for or on behalf of State. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, service mark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to State by virtue of this Agreement. All copies of Proprietary Items in State's possession shall remain the exclusive property of Contractor and shall be deemed to be on loan to State during the term of this Agreement.

- e. Notwithstanding the foregoing, the State's obligations hereunder shall be subject to the provisions of the Tennessee Open Records Act (Tennessee statute, T.C.A. 10-7-504).

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.9. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any U.S. laws regarding patents, copyright or other proprietary rights which may arise from the State's use of intellectual property developed or owned by Contractor and used to provide the Recovery Services. Contractor shall make the Recovery Services non-infringing or arrange for the State's continued use of the Recovery Services, provided that, if both of the foregoing options are commercially impracticable for Contractor, then upon written notice to the State, Contractor may cancel the affected portion of the Recovery Services and refund to the State any prepaid fees for such Recovery Services. With respect to intellectual property of third parties that is used by Contractor to provide the Recovery Services, Contractor will provide to the State the full benefit of all applicable warranties and indemnities granted to Contractor by such third parties. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof. The Contractor represents and warrants that it uses commercially reasonable efforts to obtain infringement indemnification and warranties from the manufacturers or developers of the Recovery Resources (as defined in Contract Attachment I, Recovery Services) used to provide the Services.
- E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.12. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
 - a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements (see Contract Attachment H), as required by HIPAA and that are reasonably

necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

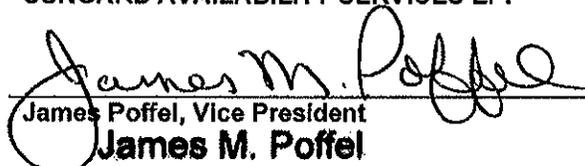
- E.13. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFS-317.03-162-07 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

- E.14. Parties and Interest. Neither party may assign this Contract, or any rights or obligations thereunder, without prior written consent of the other party, which will not be unreasonably withheld. No third party shall be considered a beneficiary of, or entitled to any rights under this Contract.

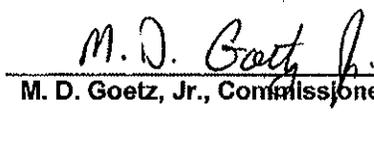
IN WITNESS WHEREOF:

SUNGARD AVAILABILITY SERVICES LP:


James Poffel, Vice President
James M. Poffel
Vice President, Sales
Date: 4/21/07

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner (not)
Date: 4/24/07

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:



FA-07-20944-00

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan

4/30/07

John G. Morgan, Comptroller of the Treasury

Date

MAINFRAME REQUIREMENTS

Attachment A – Mainframe

Resource	Year 1	Year 2	Year 3	Year 4	Year 5
Gartner MIP	2000	2000	2000	2000	2000
1 GB Main Storage	32	32	32	32	32
1 GB DASD Useable formatted – NOT RAW SPACE	14000	14000	14000	14000	14000
Open Systems Adapter (OSA)	3	3	3	3	3
4000 Mod 1 Printer	1	1	1	1	1
3490 Tape Drive	40	40	40	40	40
3590 Tape Drive (Mod E11)	32	32	40	40	40
3174 Mod 11L Local Terminal Control Unit	1	1	1	1	1
3194 Mod 5 Operator Console	8	8	8	8	8
3745-x1A (16MB, 10 CA, 4 high speed scanners, 64 LIC1, 64 LIC3, 5 56Kb ports)	1	1	1	1	1
3746/900 (2 ESCON, 2 TR TIC3, 4 LIC11 (12 V.24, 3 V.35)	1	1	1	1	1
19.2 Kb Circuits (Dial-up)	10	10	10	10	10
3287/002 Printer	1	1	1	1	1
DRS Circuit/ DS-3 access	1	1	1	1	1
DRS Circuit/ T1.5 Mb Access Link	4	5	5	6	6

Note:

- 1) The State's mainframe utilizes z-9 CPU architecture and has multiple LPARs running z/OS.
- 2) The DASD provided must support ES800 flash copy commands for normal DASD backup processing.

CONTRACT ATTACHMENT B

TENNCARE EQUIPMENT REQUIREMENTS

Attachment B - TennCare Equipment

Hardware	Year 1	Year 2	Year 3	Year 4	Year 5	Per Server Resources
Citrix Terminal #1, #2, #3, #4, and #5						
HP-Compaq DL580	5	5	5	5	5	Number of server(s)
Memory (GB)	10	10	10	10	10	2 GB RAM each server
2.0 GHz Processor	10	10	10	10	10	2 processors each server
Disk Capacity (per GB)	1465	1465	1465	1465	1465	293 GB each server
InterChange Internet and Intranet Web Server						
HP-Compaq DL580	1	1	1	1	1	Number of server(s)
Memory (GB)	2	2	2	2	2	2 GB RAM each server
2.0 GHz Processor	2	2	2	2	2	2 processors each server
Disk Capacity (per GB)	293	293	293	293	293	293 GB each server
FileNet App Server						
HP-Compaq DL580	1	1	1	1	1	Number of server(s)
Memory (GB)	2	2	2	2	2	2 GB RAM each server
2.0 GHz Processor	2	2	2	2	2	2 processors each server
Disk Capacity (per GB)	293	293	293	293	293	293 GB each server
FileNet Inbound Document Linker Service						
HP-Compaq DL580	1	1	1	1	1	Number of server(s)
Memory (GB)	2	2	2	2	2	2 GB RAM each server
2.0 GHz Processor	2	2	2	2	2	2 processors each server
Disk Capacity (per GB)	293	293	293	293	293	293 GB each server
FileNet Renderer Services						
HP-Compaq DL580	1	1	1	1	1	Number of server(s)
Memory (GB)	2	2	2	2	2	2 GB RAM each server
2.0 GHz Processor	2	2	2	2	2	2 processors each server
Disk Capacity (per GB)	293	293	293	293	293	293 GB each server
FTP Server						
HP-Compaq DL580	1	1	1	1	1	Number of server(s)

Memory (GB)	2	2	2	2	2	2 GB RAM each server	
2.0 GHz Processor	2	2	2	2	2	2 processors each server	
Disk Capacity (per GB)	293	293	293	293	293	293 GB each server	
Interchange Online Server							
SunFire 4900	1	1	1	1	1	Note: The Sun servers from here to the bottom are listed individually. The resources are for the specified server.	
Memory (GB)	24	24	24	24	24		
1.35 GHz Dual Core Ultraspark 4 (24 cores) Processor	12	12	12	12	12		
Disk Capacity (per GB) SAN (usable formatted space with RAID 5 configuration - NOT RAW SPACE)	12288	12288	12288	12288	12288		
SCSI Adapter	2	2	2	2	2		
Quad Fast Ethernet Card	1	1	1	1	1		
Gbit 1x1000BaseT	1	1	1	1	1		
LP9002L Fiber Adapter	1	1	1	1	1		
6560 Fiber Adapter	4	4	4	4	4		
L700 Tape Library	1	1	1	1	1		
LTO-2 Tape Drives	12	12	12	12	12		
Siebel DB Server							
SunFire V880	1	1	1	1	1		
Memory (GB)	8	8	8	8	8		
1.2Ghz Processor	4	4	4	4	4		
Disk Capacity (per GB)	144	144	144	144	144		
Quad Fast Ethernet Card	1	1	1	1	1		
Gbit 1x100BaseT	1	1	1	1	1		
LP9002L Fiber Adapter	1	1	1	1	1		
FileNet DB Server							
SunFire 280R	1	1	1	1	1		
Memory (GB)	1	1	1	1	1		
1.2Ghz Processor	2	2	2	2	2		
Disk Capacity (per GB)	144	144	144	144	144		
LP9002L Fiber Adapter	1	1	1	1	1		
10/100BaseT	1	1	1	1	1		
FileNet Application Server							
SunFire 280R	1	1	1	1	1		
Memory (GB)	1	1	1	1	1		
1.2Ghz Processor	2	2	2	2	2		
Disk Capacity (per GB)	144	144	144	144	144		
LP9002L Fiber Adapter	1	1	1	1	1		
10/100BaseT	1	1	1	1	1		
SUN 2 (also the Legato Tape Server)							

SunFire 4900	1	1	1	1	1	
Memory (GB)	16	16	16	16	16	
1.35 GHz Dual Core Ultraspark 4 (16 cores) Processor	8	8	8	8	8	
Disk Capacity (per GB)	144	144	144	144	144	
Gbit 1x100BaseT	2	2	2	2	2	
10/100BaseT	2	2	2	2	2	
LP9002L Fiber Adapter	1	1	1	1	1	
SUN 0						
SunFire 4800	1	1	1	1	1	
Memory (GB)	16	16	16	16	16	
1.2 GHz Processor	8	8	8	8	8	
Disk Capacity (per GB)	144	144	144	144	144	
Gbit 1x100BaseT	2	2	2	2	2	
10/100BaseT	2	2	2	2	2	
LP9002L Fiber Adapter	1	1	1	1	1	

ENTERPRISE WINDOWS/LINUX REQUIREMENTS

Attachment C - Enterprise Windows/ Linux

Hardware	Year 1	Year 2	Year 3	Year 4	Year 5	Per Server Resources
Windows FTP Server						
HP DL380 G4	1	1	1	1	1	Stand alone server
3.6 GHz Processor	2	2	2	2	2	2 processors each server
GB Memory	2.5	2.5	2.5	2.5	2.5	2.5 GB RAM each server
36GB Local Hard Disk Space	4	4	4	4	4	4 drives each server
1 Dual Port HBA for SAN Connectivity	1	1	1	1	1	1 HBA each server
SAN Storage (in GB) - (usable formatted space with RAID 5 configuration - NOT RAW SPACE)	150	150	150	150	150	Total 150 GB on SAN for server
VMware Server Farm						
HP DL580 G3	8	8	8	8	8	Number of servers in farm
3.33GHz Xeon Processor	32	32	32	32	32	4 processors each server
GB Memory	256	256	256	256	256	32 GB RAM each server
72GB 15K RPM Local Hard Disks	16	16	16	16	16	2 drives each server
Single Port HBAs for SAN Connectivity	16	16	16	16	16	2 HBAs each server
1 Gigabit Dual Port NIC Cards	16	16	16	16	16	2 cards each server
Internal Dual Port Gigabit NIC Ports	8	8	8	8	8	1 internal dual port each server
SAN Storage (in GB) allocated in 200 GB Blocks - (usable formatted space with RAID 5 configuration - NOT RAW SPACE)	1000	1000	1000	1000	1000	Total 1000 GB on SAN for server farm
Citrix Published Desktop Server Farm						
HP DL380 G4	15	15	15	15	15	Number of servers in farm
3.6 GHz Xeon Processor	30	30	30	30	30	2 processors each server
GB Memory	37.5	37.5	37.5	37.5	37.5	2.5 GB RAM each server
36GB Local Hard Disk Space	60	60	60	60	60	4 drives each server
Citrix TennCare Application Servers						
HP DL380 G4	15	15	15	15	15	Number of servers in farm
3.6 GHz Xeon Processor	30	30	30	30	30	2 processors each server
GB Memory	37.5	37.5	37.5	37.5	37.5	2.5 GB RAM each server
36GB Local Hard Disk Space	60	60	60	60	60	4 drives each server

Windows Shared Database Cluster						
HP DL380 G4	2	2	2	2	2	Number of servers in farm
2.4 GHz Processor	4	4	4	4	4	2 processors each server
GB Memory	8	8	8	8	8	4 GB RAM each server
36GB Local Hard Disk Space	8	8	8	8	8	4 drives each server
SAN Storage (in GB) allocated in 200 GB Blocks - (usable formatted space with RAID 5 configuration - NOT RAW SPACE)	400	400	400	400	400	200 GB SAN each server
Windows Shared Intranet WEB						
HP DL380 G4	1	1	1	1	1	Stand alone server
3.6 GHz Xeon Processor	2	2	2	2	2	2 processors each server
GB Memory	2.5	2.5	2.5	2.5	2.5	2.5 GB RAM each server
18.2 GB Local Hard Disk Space	3	3	3	3	3	3 drives each server
Windows Shared Internet WEB						
HP DL380 G4	1	1	1	1	1	Stand alone server
3.6 GHz Xeon Processor	2	2	2	2	2	2 processors each server
GB Memory	2.5	2.5	2.5	2.5	2.5	2.5 GB RAM each server
18.2 GB Local Hard Disk Space	3	3	3	3	3	3 drives each server
Windows Shared Internet .NET WEB						
HP DL380 G4	1	1	1	1	1	Stand alone server
3.6 GHz Xeon Processor	2	2	2	2	2	2 processors each server
GB Memory	2.5	2.5	2.5	2.5	2.5	2.5 GB RAM each server
36GB Local Hard Disk Space	4	4	4	4	4	4 drives each server
Windows Shared Intranet .NET WEB						
HP DL380 G4	2	2	2	2	2	Number of servers in farm
3.6 GHz Xeon Processor	4	4	4	4	4	2 processors each server
GB Memory	5	5	5	5	5	2.5 GB RAM each server
36GB Local Hard Disk Space	8	8	8	8	8	4 drives each server

ENTERPRISE UNIX REQUIREMENTS

Attachment D - Enterprise UNIX

Hardware	Operating System	Year 1	Year 2	Year 3	Year 4	Year 5	Per Server Resources
Secure FTP Server							
SUN T2000	Solaris 10	2	2	2	2	2	Number of server(s)
1.0 GHz Processor		1	1	1	1	1	1 processor each server
GB Memory		8	8	8	8	8	8 GB RAM each server
SAN Storage (in GB) - (usable formatted space with RAID 5 configuration - NOT RAW SPACE)		600	600	600	600	600	Total 600 GB on SAN for server
Sun Internet WEB Server							
SUN V440	Solaris 9	2	2	2	2	2	Number of server(s)
1.28 GHz Processor		8	8	8	8	8	4 processors each server
GB Memory		32	32	32	32	32	16 GB RAM each server
72 GB Local Hard Disk Space		8	8	8	8	8	4 drives each server
SAN Storage (in GB) - (usable formatted space with RAID 5 configuration - NOT RAW SPACE)		200	200	200	200	200	Total 600 GB on SAN for all servers
Sun Intranet WEB Server							
SUN V420	Solaris 9	2	2	2	2	2	Number of server(s)
450 MHz Processor		4	4	4	4	4	2 processors each server
GB Memory		8	8	8	8	8	4 GB RAM each server
36 GB Local Hard Disk Space		4	4	4	4	4	2 drives each server
SAN Storage (in GB) - (usable formatted space with RAID 5 configuration - NOT RAW SPACE)		40	40	40	40	40	Total 40 GB on SAN for all servers
Sun Shared Database Server							
SUN 1280	Solaris 9	1	1	1	1	1	Number of server(s)
900 MHz Processor		4	4	4	4	4	4 processors each server
GB Memory		8	8	8	8	8	8 GB RAM each server
36 GB Local Hard Disk Space		2	2	2	2	2	2 drives each server
SAN Storage (in GB) - (usable formatted space with RAID 5 configuration - NOT RAW SPACE)		250	250	250	250	250	Total 250 GB on SAN for server
Sun Shared Application Server							
SUN V880	Solaris 9	4	4	4	4	4	Number of server(s)
1.2 GHz Processor		16	16	16	16	16	4 processors each server

GB Memory		32	32	32	32	32	8 GB RAM each server
72 GB Local Hard Disk Space		24	24	24	24	24	6 drives each server
Sun Shared Application Server							
SUN V240	Solaris 9	1	1	1	1	1	Number of server(s)
1.0 GHz Processor		2	2	2	2	2	2 processors each server
GB Memory		2	2	2	2	2	2 GB RAM each server
72 GB Local Hard Disk Space		4	4	4	4	4	4 drives each server

CONTRACT ATTACHMENT E

PRINT / MAIL REQUIREMENTS

**EQUIPMENT QUOTATION FORM
(PROJECTED CONFIGURATION)**

Attachment E - Print/Mail Services

	Year 1 Monthly Estimates	Year 2 Monthly Estimates	Year 3 Monthly Estimates	Year 4 Monthly Estimates	Year 5 Monthly Estimates
Print Volumes These are the estimated print volumes per month.					
MICR Checks 8 1/2" X 11"	645,000	645,000	645,000	645,000	645,000
Simplex and Duplex Pages 8 1/2" X 11" cut sheet with less than 1% 8 1/2" X 14" cut sheet	4,322,000	4,322,000	4,322,000	4,322,000	4,322,000
Simplex and Duplex Continuous Forms in 1-up and 2-up Configurations	5,987,000	5,987,000	5,987,000	5,987,000	5,987,000
Mail Volumes This is an estimated subset of the Print Volumes above that are folded and inserted into envelopes for mailing each month. It is not an additional number of items to be printed.					
Simplex and Duplex Pages 8 1/2" X 11" cut sheet or bursted	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000

CONTRACT ATTACHMENT F

UNIT RATES

Environment Costs

This table shows the services cost for the Environments specified in Contract Attachments A through E.

Subscription Fee Per Month is the monthly rate to provide Disaster Recovery Facilities and Testing for the specified Environment.

Optional Services are services that may be requested by the State during a Test or Disaster.

Disaster Declaration Services are services that may be requested by the State during a Disaster.

Contract Attachment A - Mainframe Configuration	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	27,500.00	27,500.00	27,500.00	27,500.00	27,500.00
Optional Services					
Additional Testing Time Per 4-Hour Block	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destrutions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Contractor Data Restoration Services Per Month	2,358.00	2,358.00	2,358.00	2,358.00	2,358.00
Disaster Declaration Services					
Declaration Fee Per Incident	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Cold Site Usage Per Day	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Contract Attachment B - TennCare Equipment					
Monthly Services					
Subscription Fee Per Month	11,595.00	11,595.00	11,595.00	11,595.00	11,595.00
Optional Services					
Additional Testing Time Per 4-Hour Block	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destrutions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	6,059.00	6,059.00	6,059.00	6,059.00	6,059.00
Continuous Data Replication (RPO <= 5 minutes) for SAN Technology Per GB Per Month	26.10	26.10	26.10	26.10	26.10
Batch Data Replication (RPO = 10	22.50	22.50	22.50	22.50	22.50

minutes) for SAN Technology Per GB Per Month					
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per GB Per Month	20.62	20.62	20.62	20.62	20.62
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	19.15	19.15	19.15	19.15	19.15
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	18.89	18.89	18.89	18.89	18.89
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	18.27	18.27	18.27	18.27	18.27
Batch Data Replication (RPO = 8 hours) for SAN Technology Per GB Per Month	18.27	18.27	18.27	18.27	18.27
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	14.03	14.03	14.03	14.03	14.03
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	8,750.00	8,750.00	8,750.00	8,750.00	8,750.00
Cold Site Usage Per Day	10,500.00	10,500.00	10,500.00	10,500.00	10,500.00
Contract Attachment C - Enterprise Windows/Linux	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
Optional Services					
Additional Testing Time Per 4-Hour Block	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	4,334.00	4,334.00	4,334.00	4,334.00	4,334.00
Continuous Data Replication (RPO <= 5 minutes) for SAN Technology Per GB Per Month	28.02	28.02	28.02	28.02	28.02
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	23.67	23.67	23.67	23.67	23.67
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per GB Per Month	22.15	22.15	22.15	22.15	22.15
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	21.50	21.50	21.50	21.50	21.50
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	20.86	20.86	20.86	20.86	20.86
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32

Batch Data Replication (RPO = 8 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	16.00	16.00	16.00	16.00	16.00
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
Cold Site Usage Per Day	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00
Contract Attachment D - Enterprise UNIX	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	6,700.00	6,700.00	6,700.00	6,700.00	6,700.00
Optional Services					
Additional Testing Time Per 4-Hour Block	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00
Tape Handling Services Per Hour Per Staff Member	20.00	20.00	20.00	20.00	20.00
Data Destructions Per GB of Data on Contracted DASD	0.00	0.00	0.00	0.00	0.00
Public Internet Access During Disaster Recovery Activities	50.00	50.00	50.00	50.00	50.00
Hardware Analysis Tool(s) Usage Per Month	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Contractor Data Restoration Services Per Month	6,540.00	6,540.00	6,540.00	6,540.00	6,540.00
Continuous Data Replication (RPO <= 5 minutes) for SAN Technology Per GB Per Month	28.02	28.02	28.02	28.02	28.02
Batch Data Replication (RPO = 10 minutes) for SAN Technology Per GB Per Month	23.67	23.67	23.67	23.67	23.67
Batch Data Replication (RPO = 30 minutes) for SAN Technology Per GB Per Month	22.15	22.15	22.15	22.15	22.15
Batch Data Replication (RPO = 1 hour) for SAN Technology Per GB Per Month	21.50	21.50	21.50	21.50	21.50
Batch Data Replication (RPO = 2 hours) for SAN Technology Per GB Per Month	20.86	20.86	20.86	20.86	20.86
Batch Data Replication (RPO = 4 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication (RPO = 8 hours) for SAN Technology Per GB Per Month	20.32	20.32	20.32	20.32	20.32
Batch Data Replication (RPO = 24 hours) for SAN Technology Per GB Per Month	16.00	16.00	16.00	16.00	16.00
Disaster Declaration Services					
Declaration Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Alert Fee Per Incident	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (First 30 Days)	0.00	0.00	0.00	0.00	0.00
Recovery Center Usage Per Day (Days 31 Through 42)	13,750.00	13,750.00	13,750.00	13,750.00	13,750.00

Cold Site Usage Per Day	16,500.00	16,500.00	16,500.00	16,500.00	16,500.00
Contract Attachment E - Print/Mail Services	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
Monthly Services					
Subscription Fee Per Month	14,050.00	14,050.00	14,050.00	14,050.00	14,050.00
Optional Services					
Additional Testing Time Per 4-Hour Block	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
Print MICR Checks 8 1/2" X 11" Per 1000	35.04	35.04	35.04	35.04	35.04
Print Simplex/Duplex Pages Per 1000	30.02	30.02	30.02	30.02	30.02
Print Continuous Forms Simplex/Duplex Per 1000	20.02	20.02	20.02	20.02	20.02
Fold, Insert, and Prepare to Mail Forms/Letters Per 1000 Envelopes	30.00	30.00	30.00	30.00	30.00
Label, Package and Prepare to Ship Print Per 1000 Print Items (items include pages, forms, and envelopes)	10.00	10.00	10.00	10.00	10.00
Disaster Declaration Services					
Print-Only Declaration Fee Per Incident	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Print-Only Alert Fee Per Incident	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Print-Only Recovery Center Usage per Day	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00

Component Costs

This table shows the increase/decrease to the Subscription Fee Per Month to add/delete components in the Environments specified in Contract Attachments A through E.

Standard Configuration and Additional Components are priced for the indicated server type. Standard Configuration denotes the minimum server configuration required by the State. Additional Components denote the components that may be added to the server to upgrade the components beyond the Standard Configuration.

Note: All rates are per month.

Mainframe Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
50 Gartner MIP	250.00	250.00	250.00	250.00	250.00
2 GB Main Storage	2.00	2.00	2.00	2.00	2.00
100 GB DASD Useable formatted – NOT RAW SPACE	7.00	7.00	7.00	7.00	7.00
1 Open Systems Adapter (OSA)	4.00	4.00	4.00	4.00	4.00
1 4000 Mod 1 Printer	14.00	14.00	14.00	14.00	14.00
1 3490 Tape Drive	1.00	1.00	1.00	1.00	1.00
1 3590 Tape Drive (Mod E11)	2.00	2.00	2.00	2.00	2.00
1 3174 Mod 11L Local Terminal Control Unit	1.00	1.00	1.00	1.00	1.00
1 3194 Mod 5 Operator Console	2.00	2.00	2.00	2.00	2.00

1 3745-x1A (16MB, 10 CA, 4 high speed scanners, 64 LIC1, 64 LIC3, 5 56Kb ports)	62.00	62.00	62.00	62.00	62.00
1 3746/900 (2 ESCON, 2 TR TIC3, 4 LIC11 (12 V.24, 3 V.35))	62.00	62.00	62.00	62.00	62.00
1 19.2 Kb Circuits (Dial-up)	1.00	1.00	1.00	1.00	1.00
1 3287/002 Printer	14.00	14.00	14.00	14.00	14.00
1 DRS Circuit/ DS-3 access	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
1 DRS Circuit/ T1.5 Mb Access Link	275.00	275.00	275.00	275.00	275.00
UNIX Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
Standard SUN V240 Configuration					
1 SUN V240	161.00	161.00	161.00	161.00	161.00
2 1.5GHz Processors					
4 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN V240 Components					
1 1.5GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 10/100BaseT	1.00	1.00	1.00	1.00	1.00
Standard SUN V440 Configuration					
1 SUN V440	460.00	460.00	460.00	460.00	460.00
4 1.593GHz Processor					
16 GB Memory					
4 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN V440 Components					
1 Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
Standard Sunfire V890 Configuration					
1 SunFire V890	485.00	485.00	485.00	485.00	485.00
4 1.5GHz Processor					
16 GB Memory					
4 146 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional Sunfire V890 Components					
1 1.5Ghz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 Quad Fast Ethernet Card	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x100BaseT	1.00	1.00	1.00	1.00	1.00
1 LP9002L Fiber Adapter	2.00	2.00	2.00	2.00	2.00
Standard SUN 1280 Configuration					
1 SUN 1280	335.00	335.00	335.00	335.00	335.00
4 1.5GHz Processor					
12 GB Memory					
2 36 GB Local Hard Disk Space					

1 LP9002L Fiber Adapter					
Additional SUN 1280 Components					
1 1.5GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
Standard SUN T2000 Configuration					
1 SUN T2000	317.00	317.00	317.00	317.00	317.00
1 1GHz Processor					
8 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN T2000 Components					
1 1GHz Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
Standard SUN 4900 Configuration					
1 SunFire 4900	470.00	470.00	470.00	470.00	470.00
4 1.35GHz Dual Core Ultraspark 4 Processor					
16 GB Memory					
2 73 GB Local Hard Disk Space					
1 LP9002L Fiber Adapter					
Additional SUN 4900 Components					
1 1.35GHz Dual Core Ultraspark 4 Processor	8.00	8.00	8.00	8.00	8.00
1 GB Memory	21.00	21.00	21.00	21.00	21.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 SCSI Adapter	1.00	1.00	1.00	1.00	1.00
1 Quad Fast Ethernet Card	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x100BaseT	1.00	1.00	1.00	1.00	1.00
1 Gbit 1x1000BaseT	1.00	1.00	1.00	1.00	1.00
1 10/100BaseT	1.00	1.00	1.00	1.00	1.00
1 LP9002L Fiber Adapter	2.00	2.00	2.00	2.00	2.00
1 6560 Fiber Adapter	2.00	2.00	2.00	2.00	2.00
1 L700 Tape Library	50.00	50.00	50.00	50.00	50.00
1 LTO-2 Tape Drives	5.00	5.00	5.00	5.00	5.00
Windows/Linux Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
Standard HP DL380 G4 Configuration					
HP DL380 G4	57.00	57.00	57.00	57.00	57.00
2 3.6Ghz Xeon processors					
2 GB Memory					
4 72 GB Ultra320 SCSI hard drives (RAID 5)					
Additional HP DL380 G4 Components					
1 GB Memory	3.00	3.00	3.00	3.00	3.00
1 72 GB Ultra320 SCSI hard drives (RAID 5)	36.00	36.00	36.00	36.00	36.00
1 146 GB Ultra320 SCSI hard drives (RAID 5)	72.00	72.00	72.00	72.00	72.00
1 Dual Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
Standard HP DL580 G3 Configuration					
HP DL580 G3	51.00	51.00	51.00	51.00	51.00
4 3.33Ghz Xeon processors					
4 GB PC2-3200 ECC Memory					

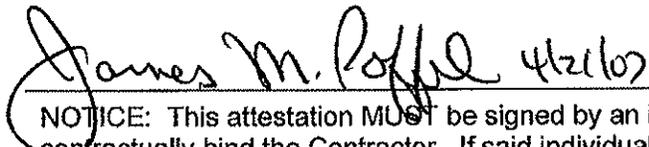
4 72 GB Ultra320 SCSI hard drive					
Additional HP DL580 G3 Components					
1 GB PC2-3200 ECC Memory	3.00	3.00	3.00	3.00	3.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 146 GB Ultra320 SCSI hard drive	36.00	36.00	36.00	36.00	36.00
1 72GB 15K RPM Local Hard Disks	72.00	72.00	72.00	72.00	72.00
1 Single Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
1 Gigabit Network Connection (2 Onboard + 2 dual port NIC Cards)	1.00	1.00	1.00	1.00	1.00
Standard Dell PowerEdge 2850 Configuration					
Dell PowerEdge 2850	57.00	57.00	57.00	57.00	57.00
2 3.6Ghz Xeon processors					
2 GB Memory					
4 72 GB Ultra320 SCSI hard drives (RAID 5)					
Additional Dell PowerEdge 2850 Components					
1 GB Memory	3.00	3.00	3.00	3.00	3.00
1 72 GB Ultra320 SCSI hard drives (RAID 5)	36.00	36.00	36.00	36.00	36.00
1 146 GB Ultra320 SCSI hard drives (RAID 5)	72.00	72.00	72.00	72.00	72.00
1 Dual Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
Standard Dell PowerEdge 6850 Configuration					
Dell PowerEdge 6850	87.00	87.00	87.00	87.00	87.00
4 3.33Ghz Xeon processors					
4 GB PC2-3200 ECC Memory					
4 72 GB Ultra320 SCSI hard drive					
Additional Dell PowerEdge 6850 Components					
1 GB PC2-3200 ECC Memory	3.00	3.00	3.00	3.00	3.00
1 GB Local Hard Disk Space	1.00	1.00	1.00	1.00	1.00
1 146 GB Ultra320 SCSI hard drive	72.00	72.00	72.00	72.00	72.00
1 72GB 15K RPM Local Hard Disks	36.00	36.00	36.00	36.00	36.00
1 Single Port HBA for SAN Connectivity	1.00	1.00	1.00	1.00	1.00
1 Gigabit Network Connection (2 Onboard + 2 dual port NIC Cards)	1.00	1.00	1.00	1.00	1.00
UNIX/Windows/Linux SAN Storage	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
10 GB Storage on SAN (usable formatted space with RAID 5 configuration - NOT RAW SPACE)	7.00	7.00	7.00	7.00	7.00
Print/Mail Services Components	Monthly Rate Year 1	Monthly Rate Year 2	Monthly Rate Year 3	Monthly Rate Year 4	Monthly Rate Year 5
MICR Checks 8 ½" X 11" Per 1000	35.04	35.04	35.04	35.04	35.04
Simplex/Duplex Pages Per 1000	30.02	30.02	30.02	30.02	30.02
Continuous Forms Simplex/Duplex Per 1000	20.02	20.02	20.02	20.02	20.02

CONTRACT ATTACHMENT G
ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	FA-07-20944
CONTRACTOR LEGAL ENTITY NAME:	SunGard Availability Services LP
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	23-2106195

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

**SIGNATURE &
DATE:**



James M. Poffel
Vice President, Sales

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

CONTRACT ATTACHMENT H

HIPAA BUSINESS ASSOCIATE AGREEMENT

COMPLIANCE WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between The State of Tennessee, Department of Finance and Administration (hereinafter "Covered Entity") and SunGard Availability Services LP (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Covered Entity acknowledges that it is subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts":

- Recovery Services

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (defined in Section 1.8 below). Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, which require Covered Entity to have a written memorandum with each of its internal Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard "Protected Health Information" and, therefore, make this Agreement.

DEFINITIONS

1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.

1.2 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.3 "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.4 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.5 "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.6 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).

1.7 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.

1.8 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.9 "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.

1.10 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

2.1 Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.

2.2 Business Associate agrees to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking disciplinary actions for inappropriate use or disclosure as necessary.

2.3 Business Associate shall require any agent, including a subcontractor, to whom it provides Protected Health Information received from, created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to require its employees, agents, and subcontractors to promptly report, to Business Associate, any use or disclosure of Protected Health Information in violation of this Agreement. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement

2.6 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least twenty (20) business days from Covered Entity notice to provide access to, or deliver such information.

2.7 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least ten (10) days from Covered Entity notice to make an amendment.

2.8 Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

2.9 Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR § 164.528.

2.10 Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least twenty (20) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

2.11 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2.11.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, Protected Health Information shall be the minimum necessary in accordance with the Privacy Rule requirements.

2.11.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

2.11.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for Protected Health Information from Covered Entity.

2.12 Business Associate agrees to adequately and properly maintain all Protected Health Information received from, or created or received on behalf of, Covered Entity

2.13 If Business Associate receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for Protected Health Information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

2.14 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

3.1 Business Associate agrees to fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.

3.2 Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule.

3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic protected health information received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.4 Business Associate agrees to require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR Section 164.304)

of which it becomes aware. Business Associate agrees to promptly report any Security Incident of which it becomes aware to Covered Entity.

3.5 Business Associate agrees to make its internal practices, books, and records including policies and procedures relating to the security of electronic protected health information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.

3.6 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity.

4.2 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.

4.3 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any Protected Health Information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of Protected Health Information and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the Protected Health Information is breached.

4.4 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

4.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1)

5. OBLIGATIONS OF COVERED ENTITY

5.1 Covered Entity shall provide Business Associate with the notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of Protected Health Information.

5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses.

5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

6.1 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 7.3. below shall apply.

7.2 Termination for Cause.

7.2.1. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.

7.2.2. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

7.2.2.1. provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

7.2.2.2. if Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

7.2.2.3. If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

7.3 Effect of Termination.

7.3.1. Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

7.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is unfeasible, Business Associate shall extend the protections of this Memorandum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information.

8. MISCELLANEOUS

8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and /or Security Rule means the section as in effect or as amended.

8.2 Amendment. The Parties agree to take such action as is necessary to amend this Memorandum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

8.3 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.

8.5 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

Mark B. Hancock
Department of Finance and Administration
901 5th Ave N
Nashville, TN 37219
Phone: 615-741-1422

BUSINESS ASSOCIATE:

James Poffel, Vice President
SunGard Availability Services LP
680 East Swedesford Rd
Wayne, PA 19087
Phone: 703-326-4980

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

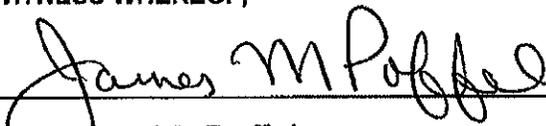
8.6 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement

8.7 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.

8.9 Compensation. There shall be no remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.

IN WITNESS WHEREOF,



James M. Poffel
Vice President, Sales

4/21/07
Date:


MOA

4/24/07
Date:

CONTRACT ATTACHMENT I

RECOVERY SERVICES

- A. The Contract specifies a State location ("Location") (901 5th Ave N, Nashville, TN; see also Contract Section A.2), the recovery services to be provided by Contractor to the State for that Location ("Recovery Services"), the fees to be paid by the State to Contractor for those services, and any other applicable terms.
1. **DISASTER.** A "Disaster" is any unplanned event or condition that renders the State unable to use a Location or the equipment situated there for its intended computer processing and related purposes. By signing or amending the Contract, the State warrants that the Location(s) specified in the Contract are not at that time experiencing a Disaster. The State may declare a Disaster by having one of its designated representatives give notice to Contractor stating that a Disaster occurred, identifying the affected Location, and specifying which Recovery Services the State believes will be required. Contractor will then follow the State's reasonable declaration procedures as provided to Contractor in the Disaster Declaration Authority form.
 2. **SELECTED SERVICES.** Whenever the State declares a Disaster, the Recovery Services to be provided by Contractor to the State shall be the following services as selected by the State:
 - (a) **Center-Based Recovery Services.** Immediate and exclusive use of the services described below ("Center-Based Recovery Services"), which the State may use during the period of time stated below, provided at a Contractor facility:
 - (i) **Hotsite.** An installed, fully operational computer system and networking capability ("Hotsite"), equal to or better than (in all material respects including equipment quality and processing capacity) the Environments described in the Contract, which the State may use for six (6) weeks.
 - (ii) **Coldsite.** Environmentally prepared computer space ("Coldsite"), properly equipped to facilitate the installation of a computer system comparable to the Environments, which the State may use for six (6) months.
 - (iii) **Office Space.** An adequate and reasonable amount of office space in the same facility where the Hotsite or Coldsite is located, properly equipped to facilitate the installation of terminals, which the State may use to operate that Hotsite or Coldsite.
 - (iv) **Work Group Space.** An adequate and reasonable amount of office space, properly equipped to accommodate the Recovery Services described in the Contract, which the State may use for six (6) weeks.
 - (v) **MegaVoice.sm** Contractor's voice communications backup service for the number of communications ports stated in the Contract, which the State may use for six (6) weeks.
 - (b) **Mobile Recovery Services.** Immediate and exclusive use of the services described below ("Mobile Recovery Services"), which the State may use for the duration of a Disaster:
 - (i) **Replacement Recovery System.** A fully operational, relocatable computer system and networking capability ("Replacement Recovery System"), equal to or better than (in all material respects including equipment quality and processing capacity) the Environments described in the Contract, to be provided to the State by one of the following methods at the State's option:
 - a. **Primary Recovery Facility.** Access to the Replacement Recovery System at a Contractor facility where it is then installed.
 - b. **Alternate Recovery Facility.** Delivery of the Replacement Recovery System to a Contractor facility where it may be accommodated, within forty-eight (48) hours after Contractor receives the Disaster declaration notice.
 - c. **Mobile Data Center.** Delivery of a properly equipped vehicle housing the Replacement Recovery System to a destination in the continental United States requested by the State, within forty-eight (48) hours after Contractor receives the Disaster declaration notice.

- d. **State Facility.** Delivery of the Replacement Recovery System to a properly equipped facility located in the continental United States requested by the State, within forty-eight (48) hours after Contractor receives the Disaster declaration notice.
- (ii) **Computer Space.** Environmentally prepared computer space ("Computer Space"), properly equipped to facilitate the installation of a computer system comparable to the Mobile Configuration, to be provided to the State by one of the following methods at the State's option:
 - a. **Contractor Facility.** Access to the Computer Space at a Contractor facility where the Replacement Recovery System may be accommodated.
 - b. **Mobile Coldsite.** Delivery of a properly equipped vehicle housing the Computer Space to a destination in the continental United States requested by the State, within forty-eight (48) hours after Contractor receives the Disaster declaration notice.
- (iii) **Supplemental Office Space.** An adequate and reasonable amount of office space in the same Contractor facility where the Replacement Recovery System or Computer Space is located, properly equipped to facilitate the installation of terminals, which the State may use to operate that Replacement Recovery System or Computer Space.
- (iv) **Mobile Work Group Space.** Contractor will commence the delivery of a vehicle properly equipped to accommodate the Recovery Services described in the Contract, to a destination in the continental United States requested by the State, within twenty-four (24) hours after Contractor receives the Disaster declaration notice.
- (v) **Quick Ship Equipment.** Delivery of equipment equal to or better than (in all material respects including equipment quality and processing capacity) the Environments described in the Contract, to a properly equipped facility in the continental United States requested by the State, within forty-eight (48) hours after Contractor receives the Disaster declaration notice.

With respect to Mobile Recovery Services, Disaster Declaration Fees will not be charged and Daily Usage Fees will not be charged for the first thirty (30) days of use.

- (c) **Network Services.** Use, within two (2) hours after Contractor receives the Disaster declaration notice, of the network services described below ("Network Services"), which the State may use for six (6) weeks:
 - (i) **Center to Center.** On-demand connectivity among Contractor facilities using the SunGard Global Network ("SGN") in accordance with the Recovery Services described in the Contract.
 - (ii) **Dedicated Circuit.** Dedicated connectivity between the State location described in the Contract and the Contractor facility or SGN POP (point of presence) described in the Contract, using a dedicated circuit that is either (a) procured and installed by Contractor or (b) procured and installed by the State with installation management assistance from Contractor.
 - (iii) **Net ReDirect Services.** On-demand connectivity between the SGN POP where the State's local circuit terminates and the Contractor facility described in the Contract, which are designated as "Net ReDirect Metropolitan Services" when the SGN POP and Contractor facility are located in the same metropolitan area.
 - (iv) **IP ReDirect Services.** On-demand, point-to-point or point-to-multipoint, Internet Protocol (IP) connectivity between the IP-enabled SGN POP where the State is accessing the SGN and the IP-enabled Contractor facility described in the Contract, with such connectivity delivered using a single Ethernet interface directly attached to a router at the State Location procured by either Contractor or the State.
 - (v) **Frame Relay or ATM Port.** On-demand use of a frame relay or ATM port on the SGN as described in the Contract, to provide connectivity between the State's frame relay or ATM network and the SGN. The State shall be responsible for all costs and all necessary telecommunications vendor notifications and communications attributable to the State's re-direction of the State's frame relay/ATM permanent virtual circuit(s) to the Contractor frame relay or ATM DRO port.
 - (vi) **Web ReDirect Services.** On-demand access to the Internet from the Contractor facility described in the Contract, using any of the multiple Internet service providers under contract with Contractor (which may require the State to set up domains to use the Web ReDirect Services).

3. **EXTENDED USE.** During a Disaster, at the State's sole option, the State may continue to use the Center-Based Recovery Services or the Network Services beyond the periods stated in Section A2(a) and A2(c), respectively, and at the rates specified in Contract Attachment F, provided that this extended use shall be subject to immediate termination if and when any other customer declares a disaster and requires use of the Recovery Resources then being utilized by the State.
4. **COMPREHENSIVE DISASTER RECOVERY SUPPORT.** Whenever the State uses Recovery Services during a Disaster, Contractor's Support Staff (consisting of operations, communications, security, transportation, systems software and customer support personnel, as appropriate) shall provide comprehensive support to the State on a 24-hour-a-day, 7-day-a-week basis, as needed. During a Disaster, at the State's request, Contractor's Support Staff also shall assist the State in contacting vendors and in obtaining replacement equipment.
5. **TESTS.** Promptly after execution of this Contract, Contractor shall either notify the State of available times to schedule a training workshop at a Contractor facility or provide instructions to the State to conduct a computer based training workshop. For each Environment, per year, on a non-cumulative basis, the State may use certain Recovery Services to test its disaster recovery capability ("Test") for up to the number of Total Testing Hours Included in Subscription Fee, as stated in Contract Section A.9. For each Environment, the State is entitled to two tests per year at a designated Contractor facility, with the minimum length for each test as specified in Contract Section A.9. The State may also procure Blocks of Additional Testing Time in four (4) hour increments, as needed and at the State's option. During each Test, Contractor's Support Staff shall provide reasonable supplies and support to the State as needed, subject to availability. In order for Contractor to provide support to the State for a scheduled Test, all Test plans must be provided to Contractor at least three (3) weeks prior to the Test date. Upon receipt of the State's Test plan, Contractor will then assign a Contractor technical coordinator to review the State's Test plan and coordinate Test support activities. The State shall schedule Tests at least four (4) months in advance. Test time is available on a 24-hour-a-day, 7-day-a-week basis. Any Test Period(s) cancelled by the State less than 45 days before the scheduled date will be applied against the State's annual allotment of Test Periods, unless Contractor is able to utilize the cancelled time to provide test time to another customer. All Tests shall be subject to immediate cancellation or termination by Contractor, and shall be rescheduled as soon as possible, if and when any other customer declares a disaster and requests use of the Recovery Services being tested.
6. **E-TESTING PROGRAM.** The State may, at its option, elect to participate in Contractor's E-Testing Program. The E-Testing Program is a web-based service designed by Contractor to facilitate efficiency of pretest communications, by allowing the State to complete and submit Test plans online for any scheduled Test. The State shall use the E-Testing Program only for its own internal purposes in testing certain Recovery Services with Contractor. Periodically, in its sole discretion, Contractor may change or discontinue the E-Testing Program. Contractor shall not be liable for any damages incurred by the State as a result of the State's access to, use of, or retrieval of the State's Test plans, including damages caused by any viruses. Contractor represents that it shall not knowingly code or introduce any virus or other disabling code into the systems used to provide the E-Testing Program or the State's Test plan. Contractor shall use commercially reasonable efforts to assist the State, at no charge, in mitigating the effects of any virus that is coded or introduced into the system.
7. **TEST SERVICES.** Contractor's testing services are designed to provide reliable and repeatable Test services for operating system, application and data restorations ("Test Services") while the State is using the Recovery Services for a Test. Whenever the State schedules a Test of the Recovery Services, the Test Services provided by Contractor to the State shall be the Test Services selected by the State for the configurations identified in the applicable Contract.
8. **SOFTWARE.** All systems and utility software which Contractor has installed on the equipment used to provide the Recovery Services may be used by the State during a Disaster or a Test.
9. **ACCOUNT EXECUTIVE.** Contractor shall assign an Account Executive to the State to assist in monitoring the continued viability of the State's disaster recovery capability and to facilitate ongoing communications between the State and Contractor. Note that this contact person is distinct from the contact specified in Contract Section E.2.
10. **HOTLINE.** Contractor shall maintain a toll-free customer support telephone service, on a 24-hour-a-day, 7-day-a-week basis, which the State may use as needed.

11. **USER GUIDE.** The State shall receive on-line access to Contractor's current User Guide for the Recovery Services and all applicable updates and revisions, as and when issued. Access is available at <http://www.mysungard.com>. Upon receiving access to the User Guide, the State will be provided an opportunity to provide email addresses to the Contractor so that notices of changes to the User Guide will automatically be sent to the email addresses provided. The notice will state that the User Guide has been changed and upon the State's accessing the User Guide, the cover page will indicate the Section(s) modified, deleted or added. The User Guide contains the Contractor policies ("Contractor Policies") and the policies of Contractor's underlying network and internet service providers ("Network Policies"). If the Contractor makes any changes to its Contractor Policies or Network Policies that materially and adversely affect the State's use of the Services, the State may terminate the Services with prior written notice to Contractor. With respect to changes to the Contractor Policies, in addition to the right to terminate, the State may also first discuss with the Contractor the reasons for the change and any modifications that the State may suggest to the change. Contractor shall use commercially reasonable efforts to modify the changes in accordance with the State's request. Notwithstanding the foregoing, the State shall comply with the Contractor Policies only to the extent that they do not conflict with the terms of the Contract.
 12. **ACTIVATION MANUAL.** The State may select to receive an Activation Manual. If the State does so, then Contractor will prepare and deliver to the State, within 120 days after the Contract is signed by Contractor, an Activation Manual that will serve as a guideline for the State's use of the Mobile Data Centers and will contain placement recommendations, vendor contact information, and electrical and communication requirements. Contractor's obligation to prepare and provide the Activation Manual is subject to the State's reasonable cooperation and the availability of key State personnel to assist with the preparation of the Activation Manual.
- B. MAINTENANCE AND USE OF RECOVERY RESOURCES.** The terms of this Section B are intended to ensure that the facilities, equipment, network and other resources used by Contractor to provide the Recovery Services ("Recovery Resources") are properly maintained and used, and to protect the respective interests of the parties in using the Recovery Resources.
1. **MAINTENANCE.** Contractor shall maintain vendor-specified proper operating environments at its facilities and in its vehicles used to provide the Recovery Services. Contractor shall adhere to vendor-recommended procedures and policies for proper maintenance of the Recovery Resources, including necessary remedial maintenance and regularly scheduled preventive maintenance. **Contractor warrants to the State that the Recovery Resources shall be maintained in a state of readiness at all times, consistent with Contractor's obligations under this Contract.**
 2. **SIGNIFICANT CHANGES.** Contractor may change the Recovery Resources and shall give written notice to the State at least 60 days before making any significant change that might substantially and adversely impact the State. The State shall then have an adequate and reasonable number of free additional Test Periods to Test the affected Recovery Services. If, in the State's reasonable judgment, any such change substantially and adversely impacts the State to the extent that the State cannot use the affected Recovery Services, then the State may terminate the affected Recovery Services by giving written notice to Contractor within ten (10) days after the State first uses the affected Recovery Services for either a Disaster or Test.
 3. **AUDITS.** At any time except when the Recovery Resources are being used during a disaster or a confidential test, the State may, at its expense, audit the Recovery Resources to verify Contractor's compliance with this Contract. Contractor also shall permit any regulatory authority having jurisdiction over the State to inspect the Recovery Resources. Contractor shall, at its expense, have the Recovery Resources annually reviewed by an independent third-party auditor, whose reports shall be furnished to the State upon request.
 4. **STANDARD PROCEDURES.** Contractor shall maintain reasonable and uniform policies regarding security, safety, operations and other procedures for accessing and using the Recovery Resources during disasters and tests. In the case of network resources, these policies ("Network Policies") incorporate the policies, rules and regulations of Contractor's underlying network and Internet service providers. All of these policies are included in Contractor's on-line User Guide and in other written documents provided by Contractor to its customers from time to time. To the extent that these policies do not conflict with the terms of the Contract, both Contractor and the State shall comply with these policies in all material respects and shall use all Recovery Resources in accordance with manufacturer specifications.
 5. **SPECIAL PROCEDURES.** If the State gives written notice to Contractor describing any special data protection or other security procedures used by the State, then Contractor shall use commercially reasonable efforts to help implement those procedures whenever the State is using the Recovery Resources. The State

shall be responsible for any additional expenses, as specified Contract Attachment F, reasonably incurred by Contractor in implementing the State's special procedures.

6. **MOBILE RESOURCES.** Title to all of the Recovery Resources used to provide Mobile Recovery Services ("Mobile Resources"), wherever located, shall remain in Contractor or its supplier, except for any Quick Ship Equipment as to which the State properly exercises its purchase option, if any. With respect to any Mobile Resources for which the destination is not a Contractor facility, (a) the State shall obtain or provide, at the State's expense, all permits, landlord consents and other authorizations, and all communications, power and other utility lines and equipment, needed to possess, locate or use the Mobile Resources at that destination, (b) the State shall be responsible for the security of the Mobile Resources at that destination, (c) with respect to any Contractor vehicle, the State shall provide a suitable location for Contractor to park the vehicle (which location Contractor may disapprove in its reasonable discretion), (d) the State shall not relocate the Mobile Resources without Contractor's prior written consent which will not be unreasonably withheld, (e) when the State's use or right to use the Mobile Resources during a Disaster or Test ends, the State shall comply with Contractor's return delivery or shipment instructions, and (f) if the Mobile Resources do not include a Contractor vehicle, then the State shall provide a proper operating environment for the Mobile Resources.
7. **NETWORK RESOURCES.** Contractor shall privately manage the SGN as a protocol-independent, multi-layer network. After the State has been switched onto the SGN, the applicable Network Services will be available on a 24-hour-a-day, 7-day-a-week basis excluding downtime attributable to routine and preventative maintenance. During a declared Disaster, the Contractor shall notify the State at least forty-eight (48) hours prior to any downtime associated with routine or preventative maintenance. Dedicated circuits connecting the State locations to Contractor facilities or SGN POPs are provided by third parties and do not constitute Recovery Resources. The Network Services are provided subject to the availability of the necessary services by Contractor's underlying network and Internet service providers. Contractor may, without penalty, and by providing the State with thirty (30) days prior written notice, terminate any Environment or withhold provision of the Network Services if: (a) Contractor's underlying network and Internet service providers withdraw or substantially alter any underlying tariff(s) resulting in a material, adverse effect on Contractor's operational or financial ability to provide the Network Services; or (b) any public utility commission or other regulatory authority asserts jurisdiction over the Network Services, such that Contractor would be required to submit to common carrier, public utility or other regulation to which Contractor is not now subject.
8. **FEES AND EXPENSES.** The State shall be responsible for (a) any applicable Disaster Fees as specified in Contract Attachment F, (b) all communications and similar third party charges resulting from the State's use of the Recovery Resources, (c) all power, fuel and other utility charges resulting from the State's use of the Recovery Resources, except the initial six weeks of Hotsite or Replacement Recovery System use at Contractor locations and except for Tests, (d) all costs associated with the transportation, delivery, operation and ongoing support of Mobile Resources used by the State at non-Contractor locations, and (e) all costs associated with the installation and de-installation of Mobile Resources used by the State at non-Contractor locations.
- C. **MULTIPLE DISASTER.** The State's rights of immediate and exclusive use of the Recovery Services, as provided in Section A2, shall be subject to the possibility that one or more other customers ("other affected customers") could declare a disaster at the same time as (or before or after) the State and require use of the same Recovery Resources at the same time as the State ("Multiple Disaster"). The following provisions are intended to avoid or minimize contention for Recovery Resources during Multiple Disasters.
 1. **PRIORITY RESOURCES AND SHARED RESOURCES.** All Recovery Resources shall be available on a priority use basis ("Priority Resources") except for those designated by Contractor as available on a shared use basis ("Shared Resources"). Contractor's designations of Shared Resources shall be made in its reasonable discretion and shall be subject to change without notice.
 2. **ACCESS AND USE PROCEDURES.** Access to and use of Recovery Resources during disasters shall depend upon whether the Recovery Resources are Priority Resources or Shared Resources and, with respect to Priority Resources, the order in which disasters are declared. Contractor shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared. The State may make a Disaster declaration in the form of either a phone call or fax, in accordance with Contract Section E.2, and the Contractor shall consider both of these notification methods to be equally valid with regard to establishing the order in which disasters are declared.

- (a) The State shall have priority rights of access to and use of applicable Priority Resources that are not then being used by other affected customers who previously declared disasters. Use of such Priority Resources is exclusive for as long as the State is entitled to use them under Section A2.
 - (b) The State and all other affected customers shall have equal rights of access to and use of applicable Shared Resources, irrespective of the order in which disasters occur or are declared. Use of Shared Resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with other affected customers. In an effort to avoid the need for shared or allocated use of any Shared Resources, Contractor shall, to the fullest extent possible under the circumstances, take full advantage of, and provide access to, all of its other available Shared Resources.
 - (c) If applicable Priority Resources and applicable Shared Resources are both available, the State may choose which type to use.
 - (d) The State shall cooperate with Contractor and all other affected customers as reasonably required under the circumstances, including to coordinate the efficient use of Recovery Resources, to avoid or minimize the need for shared or allocated use of Shared Resources, and to implement any necessary plans for shared or allocated use of Shared Resources.
 - (e) If a Multiple Disaster is widespread or extreme, then, notwithstanding the foregoing provisions, Contractor may implement emergency procedures that are necessary, in Contractor's reasonable judgment, to allocate Recovery Resources in order to address applicable national interests and comparable concerns.
3. **MULTIPLE DISASTER PROTECTION.** To lower the probability of a Multiple Disaster, Contractor shall comply with the following terms:
- (a) No other customer shall be granted any greater rights of access to or use of the Recovery Resources than are granted to the State under this Contract.
 - (b) No agreement to provide use of any Recovery Resources shall be entered into at a time when the customer location to be serviced is then currently experiencing a disaster.
- For Center-Based Recovery Services, Contractor also shall comply with the following:
- (c) To discourage unnecessary disaster declarations, Disaster Declaration Fees, as provided in Contract Attachment F, shall be charged whenever the State declares a disaster.
 - (d) To discourage unnecessary use of the Recovery Resources, Daily Usage Fees, as provided in Contract Attachment F, shall be charged for use of the Recovery Resources other than for tests.
4. **CRISIS MANAGEMENT.** Whenever Contractor learns of an approaching storm or other situation that might cause a Multiple Disaster, Contractor shall monitor the situation and use commercially reasonable efforts to coordinate contingency plans with all potentially affected customers.

OUTPUT RECOVERY SERVICES

A. SET UP AND STATE RESPONSIBILITIES.

1. **SET UP.** Within 45 days of execution of the Contract, the State and the Contractor shall develop a written statement setting forth the print and mailing process ("Process Statement"). The Process Statement will include:
 - (a) a sample of the State's Data to be provided to the Contractor for processing under this Contract, in the media to be used by the State. The Contractor shall write the necessary interfaces to migrate the State's Data for Print and Mailing Services.
 - (b) The State's selection of a form of statement or letter for its mailings to include stock and envelopes ("State Format"). The Contractor shall provide the State with a mock-up of the selected State Format and the State must provide written approval of the State's selected State Format prior to implementation. The State acknowledges that the Contractor shall have no obligation to commence providing services until receipt of such approval.
 - (c) a written statement detailing how the State Data is to be processed for mailing;
 - (d) The State's appointed contacts who can declare a disaster on the State's behalf;
 - (e) Locations, transmission methods, network routing, etc. that the State may send data from if using their primary or disaster recovery data center; and
 - (f) The State's monthly/quarterly normal mailing schedule (including volume) for Environments included in the Contract.
2. **State Responsibilities.** The State shall supply to the Contractor all of the data and information ("State Data") as described in the Contract to be processed by the Output Recovery Services. The State shall transmit the State Data to the Contractor by Internet, telecommunications link, magnetic tapes or diskette delivered postage prepaid and which are machine-readable by the Contractor's hardware without translation, alteration or modification, or in another manner acceptable to the Contractor. The State shall maintain copies of all source State Data and current backup copies of all State Data supplied to the Contractor. The State is responsible for the accuracy, reliability and adequacy of all State Data and other information submitted by or on behalf of the State for processing and the resulting output therefrom.

The Contractor shall have no liability for its failure to perform its obligations pertaining to Output Recovery Services in a timely manner or for any loss or damage to the extent that such loss or damage results from any of the following: (i) State changes type or method of State's media for sending State Data to the Contractor or changes its media data encoding techniques, and fails to provide sufficient advance notice; (ii) malfunctions in State's software or hardware; (iii) incorrect, incomplete, inaccurate or non-machinable State Data received from the State, including addresses not matching the national United States Postal Service ("USPS") files; (iv) State-supplied Materials do not meet machine, printing or mailing specifications or were not provided in sufficient quantities; (v) failure of USPS or other third party carriers to accept mail; (vi) requests for custom programming without sufficient advance notification; or (vii) State's failure to maintain copies of the State Data.

3. **SERVICE WARRANTY.** The Contractor warrants that the Contractor will use reasonable care in processing all State Data and following the Process Statement. The Contractor shall have no liability under this Service Warranty unless, within thirty (30) days after the applicable date of service, the Contractor receives notice from State describing a material processing error caused by the Contractor's failure to use reasonable care, together with adequate supporting documentation and data. Upon receipt of any such notice, the Contractor's only obligation under this Service Warranty is to correct the error and redo the work affected as soon as reasonably practical, or at the Contractor's option, to refund or credit the charges applicable to the work affected. State is responsible for auditing processing results. Notwithstanding the foregoing, any limitation of liability or warranty is subject to Contract Section E.4.
 4. **MEDIA WARRANTY.** The Contractor will use commercially reasonable care in handling media provided by State which are in the Contractor's possession and on which are encoded data belonging to State. The Contractor's sole obligation under this Media Warranty is to replace or repair any tape lost or damaged as a result of the Contractor's failure to use commercially reasonable care, and to the extent possible, to regenerate any lost data from backup files maintained by the Contractor or from source data provided by State. Notwithstanding the foregoing, any limitation of liability or warranty is subject to Contract Section E.4.
- B. MULTIPLE DISASTER.** The State's rights of immediate and exclusive use of the Output Recovery Services, as provided the Contract, shall be subject to the possibility that one or more other customers ("other affected customers") could declare a disaster at the same time as (or before or after) the State and require use of the same Recovery Resources at the same time as the State ("Multiple Disaster"). The following provisions are intended to avoid or minimize contention for Recovery Resources during Multiple Disasters.
1. **PRIORITY RESOURCES AND SHARED RESOURCES.** All Recovery Resources shall be available on a priority use basis ("Priority Resources") except for those designated by Contractor as available on a shared use basis ("Shared Resources"). Contractor's designations of Shared Resources shall be made in its reasonable discretion and shall be subject to change without notice.
 2. **ACCESS AND USE PROCEDURES.** Access to and use of Recovery Resources during disasters shall depend upon whether the Recovery Resources are Priority Resources or Shared Resources and, with respect to Priority Resources, the order in which disasters are declared. Contractor shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared. The State may make a Disaster declaration in the form of either a phone call or fax, in accordance with Contract Section E.2, and the Contractor shall consider both of these notification methods to be equally valid with regard to establishing the order in which disasters are declared.
 - (a) The State shall have priority rights of access to and use of applicable Priority Resources that are not then being used by other affected customers who previously declared disasters. Use of such Priority Resources is exclusive for as long as the State is entitled to use them under the Contract.
 - (b) The State and all other affected customers shall have equal rights of access to and use of applicable Shared Resources, irrespective of the order in which disasters occur or are declared. Use of Shared Resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with other affected customers. In an effort to avoid the need for shared or allocated use of any Shared Resources, Contractor shall, to the fullest extent possible under the circumstances, take full advantage of, and provide access to, all of its other available Shared Resources.
 - (c) If applicable Priority Resources and applicable Shared Resources are both available, the State may choose which type to use.

- (f) The State shall cooperate with Contractor and all other affected customers as reasonably required under the circumstances, including to coordinate the efficient use of Recovery Resources, to avoid or minimize the need for shared or allocated use of Shared Resources, and to implement any necessary plans for shared or allocated use of Shared Resources.
- (g) If a Multiple Disaster is widespread or extreme, then, notwithstanding the foregoing provisions, Contractor may implement emergency procedures that are necessary, in Contractor's reasonable judgment, to allocate Recovery Resources in order to address applicable national interests and comparable concerns.

3. **MULTIPLE DISASTER PROTECTION.** To lower the probability of a Multiple Disaster, Contractor shall comply with the following terms:

- (a) No other customer shall be granted any greater rights of access to or use of the Recovery Resources than are granted to the State under this Contract.
- (b) No agreement to provide use of any Recovery Resources shall be entered into at a time when the customer location to be serviced is then currently experiencing a disaster.

For Center-Based Recovery Services, Contractor also shall comply with the following:

- (c) To discourage unnecessary disaster declarations, Disaster Declaration Fees, as provided in Contract Attachment F, shall be charged whenever the State declares a disaster.
- (d) To discourage unnecessary use of the Recovery Resources, Daily Usage Fees, as provided in Contract Attachment F, shall be charged for use of the Recovery Resources other than for tests.

4. **CRISIS MANAGEMENT.** Whenever Contractor learns of an approaching storm or other situation that might cause a Multiple Disaster, Contractor shall monitor the situation and use commercially reasonable efforts to coordinate contingency plans with all potentially affected customers.

CONTRACT ATTACHMENT K

MANAGED IT SERVICES

A. POLICIES AND SERVICES GUIDE

The services provided under this Attachment K shall at all times be used in compliance with the Contractor's then-current general policies and guidelines ("General Policies") and the policies and guidelines of the Contractor's underlying telecommunications providers ("Network Policies") (collectively, the General Policies and Network Policies are sometimes herein referred to as "Policies"). All Policies, including change management policies and procedures, and additional detail regarding the specifications of the service offerings, are set forth in the Contractor's Services Guide, which is available to the State at <http://www.SunGard.com>. In addition, all implementation services which are included as part of a service offering, are detailed in the Services Guide.

Upon receiving access to the Services Guide, the State will be provided an opportunity to provide email addresses to the Contractor so that notices of changes to the Services Guide will automatically be sent to the email addresses provided. The notice will state that the Services Guide has been changed and upon the State's accessing the Services Guide, the cover page will indicate the Section(s) modified, deleted or added. If the Contractor makes any changes to its General Policies or Network Policies that materially and adversely affect the State's use of the Services, the State may terminate the Services with prior written notice to Contractor. With respect to changes to the General Policies, in addition to the right to terminate, the State may also first discuss with the Contractor the reasons for the change and any modifications that the State may suggest to the change. Contractor shall use commercially reasonable efforts to modify the changes in accordance with the State's request. Notwithstanding the foregoing, the State shall comply with the General Policies only to the extent that they do not conflict with the terms of the Contract.

B. HOSTING SERVICES

1. Space

- a. The Contractor hereby grants to the State the right to use the Space (as defined in the Contract) for the placement and maintenance of the computer and communications equipment specified in the Contract ("Equipment") which may be interconnected to the Network Services offered by the Contractor (as defined herein) or to other communications carriers via facilities offered by the Contractor. At the State's sole option, the Equipment and any necessary software ("Software") may be provided by the State ("State-provided Equipment" or "State-provided Software") or by the Contractor ("Contractor-provided Equipment" or "Contractor-provided Software") as specified in the Contract. The State acknowledges that the Space shall be used in accordance with the equipment vendor's specifications for electrical, airflow, and clearance. This Attachment K does not create any interest in real estate and is strictly an agreement for the provision of services, which are personal in nature to the parties. The Monthly Fees and any other fees in connection with the State's use of the Space are set forth in the Contract. The State's use of the Space shall not interfere with any other the Contractor customer's use of the Contractor's facilities. The State represents that it has the full legal right to utilize any State-provided Equipment and Software. The Equipment shall operate on conditioned UPS-based power with transparent and immediate access to a backup power source capable of sustaining power to the Equipment during any interruption to the primary power source.
- b. The Contractor shall perform such janitorial services, environmental systems maintenance, power plant maintenance and other services as are reasonably required to maintain the facility in which the Space is located in good condition suitable for the placement of Equipment. The State shall keep the Space clear of all refuse, cardboard or any potentially hazardous material. The State shall maintain the Space in an orderly and safe condition, and shall return the Space to the Contractor at the conclusion of the Agreed Term as defined in the Contract in the same condition (reasonable wear and tear excepted) as when such Space was delivered to the State. **EXCEPT AS EXPRESSLY STATED HEREIN, THE SPACE SHALL BE DELIVERED AND ACCEPTED "AS IS". THE SPACE SHALL BE IN SECURE FACILITIES MONITORED TWENTY FOUR (24) HOURS PER DAY, SEVEN (7) DAYS PER WEEK BY ON-SITE STAFF, WITH CARD KEY**

ACCESS AND CLOSED CIRCUIT TV MONITORING, POWER REDUNDANCY, UPS AND DIESEL GENERATOR CAPABILITY ("INFRASTRUCTURE"). The Contractor represents that it will not materially diminish such Infrastructure at the Designated Contractor Facility (as defined in the Contract) during the Contract term. At its sole risk and expense, the State shall be responsible for installation of the State-provided Equipment in the Space. If the State elects to contract for Hardware Installation Services, then the Contractor shall be responsible for the installation of the State-provided Equipment to the extent provided herein. At its sole risk and expense, the State shall be responsible for installation of State-provided Software in the Space. Upon termination or expiration of the Contract, the State shall be responsible for removal of the State-provided Equipment and Software from the Space within ten (10) business days of such termination or expiration.

- c. The Equipment shall be installed, operated, inspected, maintained, repaired, replaced and removed only by qualified agents of the State who are properly licensed, if applicable, a list of whom shall be provided to the Contractor in advance of any such activity. The State shall not permit any liens to be placed against all or any portion of the Space or any Contractor-provided Equipment or Software, other than liens placed as a result of actions or inactions by the Contractor. The State shall not make any material alterations to the Space without the prior written consent of the Contractor. The State agrees to take reasonable steps not to give access cards, keys or other access devices provided to the State ("access devices") to unauthorized individuals. The State shall be responsible for the cost of replacing any access devices lost or stolen after delivery thereof to the State.

If the State fails to pay the Contractor any amounts due under this Attachment K, and such failure continues for more than thirty (30) days after receipt of the Contractor's written notice of nonpayment, included in the Contractor's right to terminate the State's use of the Space is the right to disconnect and remove any or all of the Equipment from the Space (including any data or Software resident on such Equipment), and store any State-provided Equipment in any reasonable location for a period not to exceed six (6) months. The Contractor may redeploy any Contractor-provided Equipment in any manner in its sole discretion. Any of State's data or Software resident on Contractor-provided Equipment shall be removed, stored and disposed of in the manner and for the period specified above for State-provided Equipment. Exercise of any of the above rights by the Contractor shall not relieve the State of any of its payment obligations under the Contract.

- d. The Contractor reserves the right to change the location or configuration of the Space, at the Contractor's sole expense, within the Designated Contractor Facility or to another Contractor facility; provided, however, that the Contractor shall not arbitrarily or discriminatorily require such changes. The Contractor and the State shall work in good faith to minimize any disruption to the State's Services that may be caused by such change in location or configuration of the Space. If the location of the Space is to be moved to another Contractor facility, the Contractor shall provide the State with at least ninety (90) days prior written notice of such relocation and the State shall have the right to (a) elect to be relocated to another Contractor facility, or (b) elect to terminate the Contract without penalty. The State shall provide the Contractor with written notice of its decision regarding the preceding sentence within thirty (30) days after receipt of the Contractor's written notice.
- e. The Contractor shall provide to the State (including any of its employees, agents and other authorized representatives as the State may from time to time reasonably designate in writing), access to the part of the Designated Contractor Facility from which the Contractor is providing the Space, twenty-four (24) hours per day, seven (7) days per week, including statutory holidays.
- f. **Space Options** – The State may subscribe to any of the following options available relating to Space: (i) Secure Cabinet; (ii) Secure Space; (iii) Secure Cage; or (iv) Secure Suite.
- (i) **Secure Cabinet** – The Secure Cabinet option includes fifteen (15) square feet of Space to support a Contractor-provided full cabinet. The Secure Cabinet will include: (i) a minimum of 42 U EIA rack space for the Equipment; (ii) proper air ventilation for the Equipment; (iii) two (2) stationary equipment shelves; (iv) a single twenty (20) AMP power feed ("Standard Power Circuit"); and (v) security by lock and key, managed by the Contractor.
- (ii) **Secure Space** – The Secure Space option includes the amount of Space, in the square feet increments defined on the Contract and: (i) one (1) Standard Power Circuit per twenty-five (25) square feet of Space defined for the Secure Space option in the Contract; and (ii) five (5) hours of Operational Support Services (as defined herein) per month.

(iii) **Secure Cage** – The Secure Cage option includes the amount of Space defined in the Contract and: (i) perimeter metal fence with an access door; (ii) security by lock and key, managed by the Contractor; (iii) one (1) Standard Power Circuit per twenty-five (25) square feet of Space defined for the Secure Cage option in the Contract; and (iv) five (5) hours of Operational Support Services (as defined herein) per month.

(iv) **Secure Suite** – The Secure Suite option includes the amount of Space defined in the Contract for the number of cabinets as set forth in the Contract. The Secure Suite option includes: (i) perimeter metal fence or perimeter walls with an access door; (ii) private security with card key and pin code or by lock and key; (iii) one (1) Standard Power Circuit per twenty-five (25) square feet of Space defined for the Secure Suite option in the Contract; and (iv) ten (10) hours of Operational Support Services per month.

For Equipment that is not rack mountable, the Contractor will provide power in accordance with hardware manufacturer specifications. If applicable, the Space may be subject to power charges that will be specified in the Contract.

2. Power

The Contractor shall provide the State with a power system that provides 24x7x365 power availability within the Designated Contractor Facility.

- a. **Power Infrastructure Upgrade.** The Power Infrastructure Upgrade option will provide the State with additional power capacity, as set forth in the Contract, for its Standard Power Circuit.
- b. **Power Infrastructure B-Side.** The Contractor shall provide a redundant power circuit ("B-Side Circuit") to the State as set forth in the Contract.

C. NETWORK SERVICES

1. Network services include those network services and Internet Access Services (as defined below) set forth in the Contract and as described below ("Network Services"). Network Services are only available to a customer who has subscribed to other Service(s) under this Attachment K. The Network Services set forth in the Contract shall be made available to the State on an exclusive, 24-hour, 7-day per week basis (excluding downtime attributable to previously scheduled routine and preventative maintenance). The Contractor shall notify the State at least forty-eight (48) hours prior to any downtime associated with routine or preventative maintenance. All circuits will be connected between the entry point on the Contractor network, as designated and coordinated by the Contractor ("point of presence"), and the Designated Contractor Facility set forth in the Contract. If selected on a Contract, the Contractor shall provide connectivity between the State location set forth in the Contract to the point of presence.
2. The State hereby acknowledges receipt of the Contractor's Network Policies required by Contractor's network providers and agrees to comply with such Policies at all times while utilizing the Network Services. The State acknowledges that the Contractor may from time-to-time revise its Network Policies, which revisions will be communicated to the State in writing, by posting on the Contractor's web site at <http://www.SunGard.com> or via email notification. State also acknowledges that a breach of any of the Network Policies may result in the termination of the Network Services if any such breach is not cured within twenty-four (24) hours of the Contractor's written notice of such breach to State. The Contractor shall have no liability to State for any restriction or termination of the Network Services pursuant to State's violation of the Network Policies required by Contractor's network providers.
3. **Cross Connect Services.** The Contractor shall provide technical support to assist the State with the provisioning and installation of third party telecommunication circuits. Cross Connect Services include: (i) assistance with provisioning third party circuits; and (ii) port connections from the Contractor's network distribution center to the Equipment situated in the Space.

D. PROBLEM RESOLUTION

1. **Detection, Notification and Diagnosis.** Within fifteen (15) minutes of the Contractor's determination that there has been a service impacting event, the Contractor will notify the State of the problem (unless the Contractor was first notified by the State). If the service impacting event is associated with a device(s) for which the State has contracted with the Contractor for Equipment Management Services, then the Contractor

shall immediately engage then-available technical support to assist in problem diagnosis. If the appropriate technical support resource has not been assigned to problem analysis within fifteen (15) minutes of problem determination, escalation to the next level of Technical Services Management (as defined in the Services Guide) occurs, culminating with escalation of the problem to the Vice President of Operations at the Designated Contractor Facility in accordance with the Contractor's standard operational procedures.

2. **Resolution of Service Impacting Event.** As necessary, following the detection and notification to the State of a service impacting event associated with a device for which the State has contracted with the Contractor for Equipment Management Services, if the problem has resulted in a service outage, the Contractor will continue to escalate the problem internally until the service is restored. If the service is not restored within thirty (30) minutes of determination, escalation to the Technical Services Manager and Customer Services occurs. If the service is not then restored within sixty (60) minutes, escalation to the Technical Services Director occurs. If the service is not then restored within ninety (90) minutes, escalation to Vice President of Operations occurs. The Contractor shall provide continuous support to the State in accordance with the terms of the Contract for problem resolution until the service has been restored. As necessary, the Contractor shall coordinate with the applicable maintenance vendor to facilitate resolution of the issue.

E. EXPIRATION/CANCELLATION OF CONTRACT AND TRANSITION SERVICES

1. The Contractor shall provide the State with reasonable and orderly transition services and information and documentation that reasonably may be needed by the State in connection with the orderly and expeditious transition of the Services ("Transition Services"). The Transition Services shall be provided for a period of up to one hundred twenty (120) days, provided the State continues to make timely payments of the Monthly Fees attributable to Attachment F.
2. Upon the expiration/cancellation of the Contract for any reason, the Contractor shall delete all the State data residing on Contractor-provided Equipment.

CONTRACT ATTACHMENT L

HIGH AVAILABILITY SERVICES

High Availability Services for Distributed Systems

The Contractor will provide data replication services as described in the Contract for off-site automated data storage and recovery capability at the Designated Recovery Center, as described herein. The State's commitment level regarding the amount of storage to be used for State data storage and the specific Support Services contracted for by the State are as set forth in the Contract. In addition, if selected in the Contract, the Contractor will provide the State with access for testing or in the event of a Disaster to the center-to-center network services based on the capacity set forth in the Contract, subject to the terms and conditions of the Contract.

Designated Recovery Center: Philadelphia

Limitations of Liability, Warranties, and Disclaimers Subject to Tennessee Law. Any limitations of liability, warranties, or disclaimers are accepted by the State to the extent permitted by Tennessee State Law.

License. As part of the provision of the HA Services, EVault InfoStage Agent software and EVault InfoStage CentralControl software (the "EVault InfoStage Software") will be provided to the State for installation on the State's system. The Contractor grants to the State a limited, non-exclusive, non-transferable license to use the EVault InfoStage Software (in executable code form) as specifically configured by EVault, Inc. ("EVault") solely in connection with the HA Services. All rights not specifically granted to the State herein are expressly reserved by the Contractor for EVault. If and at the time data replication services are required by the State, the State and the Contractor will agree upon the cancellation cost, if any, associated with the EVault software and will amend the Contract accordingly.

Use Restrictions. The State agrees not to: (a) modify, adapt, alter, translate, or create derivative works from the EVault InfoStage Software; (b) merge the EVault InfoStage Software with other software; (c) sublicense, lease, rent, loan, or otherwise transfer the HA Services or EVault InfoStage Software to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the EVault InfoStage Software; (e) use the HA Services or EVault InfoStage Software to process data or provide any service bureau activity for any third party; or (f) otherwise use the HA Services, or use or copy the EVault InfoStage Software, except as expressly set forth in this Addendum.

Network Services. If selected by the State in the Contract, within two (2) hours after the Contractor receives a State Disaster declaration notice or in the event of a scheduled Test, the Contractor will provide the State with access to the center-to-center connectivity between the State's stored data at the Designated Recovery Center and the recovery center then housing the State's contracted for Recovery Services in the Contract which the State may use for six (6) weeks or to facilitate Test(s) of the Recovery Services. The Network Services provide access to on-demand connectivity among Contractor facilities using the SunGard Global Network ("SGN") in accordance with the Network Configuration described in the Contract.

Warranty and Disclaimer. THE CONTRACTOR WARRANTS THAT FOR NINETY (90) DAYS FOLLOWING THE EFFECTIVE DATE OF THIS ADDENDUM THAT THE EVAULT INFOSTAGE SOFTWARE WILL

PERFORM SUBSTANTIALLY IN ACCORDANCE WITH ANY DOCUMENTATION DELIVERED WITH SUCH PRODUCTS AND THAT IT WILL PERFORM ALL HA SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SET FORTH ABOVE, THE CONTRACTOR WARRANTS THE EVAULT INFOSTAGE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE EVAULT INFOSTAGE SOFTWARE, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SBUSCIBER WILL NOT REMOVE, ALTER, OR OBSCURE ANY PROPRIETARY NOTICES (INCLUDING COPYRIGHT NOTICES) ON THE EVAULT INFOSTAGE SOFTWARE.

State Responsibilities. The State is responsible for the execution of regular backups using the EVault InfoStage Software and will report any errors in executing such backups promptly by fax or e-mail to the Contractor. The State will arrange for and maintain telecommunication services to facilitate the connectivity between the State's Location and the Designated Recovery Center. The State is responsible for any communication costs associated with the connection between the State's Location and the Designated Recovery Center.

Under no circumstances will the Contractor be considered the official custodian or record keeper of the State's data for regulatory or other purposes.

Designated Recovery Center. The Contractor reserves the right to conduct periodic facility and infrastructure maintenance services at the Designated Recovery Center. If the maintenance service will impact the State, the Contractor will provide the State with a courtesy reminder notice one week in advance via e-mail notification and the Contractor will use reasonable efforts to minimize any interruption to the State's environment. The State will be responsible for providing the Contractor with the name and telephone number of a State designated representative for notification in the event of any unplanned interruption of electrical or facility HA Services at the Designated Recovery Center where the equipment is located.

The Contractor reserves the right to relocate the equipment used by the Contractor to provide the HA Services within the Designated Recovery Center or to another recovery center in the same geographic area. The Contractor will provide the State with at least sixty (60) days prior notice of its intention to relocate the equipment and the Contractor will use all reasonable efforts to coordinate the physical relocation of the equipment in conjunction with the State. All costs for relocation to another recovery center will be the responsibility of the Contractor.