CONTRACT # 16
RFS # 317.01-03054
FA # 12-36919
Edison # 28650

Department of Finance and Administration
Office for Information Resources (OIR)

VENDOR:
Dynetics, Inc.

CONTRACT # 14
RFS # 317.01-03054
FA # 12-36919
Edison # 28650

Department of Finance and Administration
Office for Information Resources (OIR)

VENDOR:
Dynetics, Inc.

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES
312 EIGHTH AVENUE NORTH
SUITE 1600, TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-0288
(615) 741-3700
FAX (615) 532-0471

MARK EMKES
COMMISSIONER

MARK BENGEL
CHIEF INFORMATION OFFICER

March 11, 2013

Mr. Lucian Geise
Executive Director
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN

Dear Sir:

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request pertaining to the State's contract with Dynetics, Inc. for the provision of Information Security Assessment services. The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

To facilitate the Committee's review, we present the following summary of the amendment:

Dynetics, Inc. is the provider of security assessment services for the State's Information Technology (IT) resources. With the increasing number of attacks on private industry and government entities, more agencies are requesting services from this contract to test IT resources to reduce the risk of potential breaches. To complete the planned and projected projects, the Office for Information Resources needs additional funds added to the Maximum Liability. In addition, State Invoice and Contact address information has changed.

Thank you for your consideration of this request. We look forward to appearing before the Committee at its next scheduled meeting.

Sincerely,

Mark Bengel
Chief Information Officer

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Sese Bennett	*Contact Phone:	741-7754
*Original Contract Number:	FA1236919	*Original RFS Number:	31701-03054
Edison Contract Number: (*if applicable*)	28650	Edison RFS Number: (*if applicable*)	
*Original Contract Begin Date:	9/12/2011	*Current End Date:	9/11/2014
Current Request Amendment Number: (*if applicable*)		1	
Proposed Amendment Effective Date: (*if applicable*)		5/11/2013	
*Department Submitting:		Finance and Administration	
*Division:		OIR	
*Date Submitted:		3/11/3013	
*Submitted Within Sixty (60) days:		Yes	
If not, explain:			
*Contract Vendor Name:		Dynetics, Inc.	
*Current Maximum Liability:		$397,134.00	

*Current Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY	FY
$132,378	$132,378	$121,346.50	$11,031.50	$	$

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from STARS or FDAS report)

FY: 2012	FY: 2013	FY:	FY:	FY	FY
$21,989.33	$105,043.24	$	$	$	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	Yearly allocations were estimates of anticipated security assessments at the time the Contract was established.
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 was acquired to pay the overage:	Contract expenditures have not exceeded the Contract maximum liability

*Contract Funding	State:		Federal:	

Supplemental Documentation Required for Fiscal Review Committee

Source/Amount:				
Interdepartmental:		$995,867.00	*Other*:	
If "*other*" please define:			If applicable	

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)
N/A	

Method of Original Award: (*if applicable)*	RFP
*What were the projected costs of the service for the entire term of the contract prior to contract award?	The program area could not project cost prior to receiving proposals, due to variability of services and therefore relied upon the actual proposed amounts to derive the 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.

No changes made to Sections A or C.3.

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

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Please see the attached spreadsheet, which details the amounts to be spent for assessments that have been identified or are anticipated in future years.

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:

This contract is used to assess the security of State applications and resources, including vulnerability assessments, application testing, and penetration testing. With the increasing number of attacks on private industry and government entities, more Tennessee State agencies are requesting services from this contract to test their applications and resources to reduce the risk of potential breaches. Costs to the State for breaches include user notification, credit monitoring, fines, and damage to reputation.

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 vendor)	FY:	FY:	FY:	FY:	FY:

Dynetics, Inc. was awarded this contract via RFP and therefore, the prices in the contract were determined competitively. In addition, Dynetics, Inc. has gained knowledge and experience with the State's information technology infrastructure during already completed security assessments that can be applied to planned and future assessments, thereby reducing costs.

Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Supplemental Documentation Required for Fiscal Review Committee

Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Current Total Expenditures by FY

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
31701	21989.330	0000000000000000000028650	0000143561	Dynetics Inc	DFA	0000017738	00050003	0000002049	4/5/2012	2012
	21989.330	**Paid FY2012**								
31701	352.770	0000000000000000000028650	0000143561	Dynetics Inc	DFA	0000019916	00054531	0000002433	10/30/2012	2013
31701	587.950	0000000000000000000028650	0000143561	Dynetics Inc	DFA	0000019916	00054529	0000002434	10/30/2012	2013
31701	1528.670	0000000000000000000028650	0000143561	Dynetics Inc	DFA	0000019382	00053221	0000002387	8/16/2012	2013
31701	2922.540	0000000000000000000028650	0000143561	Dynetics Inc	DFA	0000019382	00053220	0000002382	8/17/2012	2013
31701	9213.610	0000000000000000000028650	0000143561	Dynetics Inc	DFA	0000020529	00055743	0000002323	1/3/2013	2013
31701	11496.570	0000000000000000000028650	0000143561	Dynetics Inc	DFA	0000020529	00055741	0000002287	1/3/2013	2013
31701	14226.960	0000000000000000000028650	0000143561	Dynetics Inc	DFA	0000019382	00053222	0000002388	8/17/2012	2013
31701	23431.950	0000000000000000000028650	0000143561	Dynetics Inc	DFA	0000019916	00054530	0000002150	10/31/2012	2013
31701	41282.220	0000000000000000000028650	0000143561	Dynetics Inc	DFA	0000019916	00054532	0000002191	10/31/2012	2013
	105043.240	**Paid FY2013**								
	127032.570	**Total Paid**								

Planned Expenditures by FY by Deliverable

FY 2012 Projects			
2011-11 Health	$	21,989.33	Paid
2012-02 TN+ePortal NVA APP	$	76,210.74	Paid
2012-03 SOW PCI External NVA	$	1,881.44	Paid
2012-05 SSL APP	$	14,814.91	Paid
2012-04 IG IMPACT	$	12,136.15	Paid
	$	127,032.57	
FY 2012 Services Total	**$**	**127,032.57**	
FY 2013 Projects			
2012-09 Concord	$	22,111.43	Invoice Rc'vd
2012-10 PCI External NVA	$	1,808.93	In process
2013-01 Labor	$	24,933.89	In process
2013-02 State-wide NVA APP	$	104,452.95	In process
2013-02 TFACTS	$	64,047.86	In process
	$	217,355.06	
FY 2013 Projected Expenditures			
2013-03 Human Services IRS Findings	$	75,000.00	Projected
Multiple agency assessments	$	107,000.00	Projected
	$	182,000.00	
FY 2013 Services Total	**$**	**399,355.06**	
FY 2014 Projected Expenditures			
2014 State-wide NVA APP	$	105,000.00	Projected
Multiple agency assessments	$	220,000.00	Projected
	$	325,000.00	
FY 2014 Services Total	**$**	**325,000.00**	
FY 2015 Projected Expenditures			
Multiple agency assessments	$	75,000.00	Projected
	$	75,000.00	
FY 2015 Services Total	**$**	**75,000.00**	
Current Maximum Liability			
Current Services Total	$	361,031.00	
Current Travel Total (10%)	$	36,103.00	
Total Current Maximum Liability	**$**	**397,134.00**	
Amended Maximum Liability			
Amended Services Total	$	926,388.00	
Amended Travel Total (7.5%)	$	69,479.00	
Total Amended Maximum Liability	**$**	**995,867.00**	

Contract Approval – Agency Legal Certification

A completed contract routed for Central Procurement Office (CPO) approval via Edison must be accompanied by this Agency Legal Certification form that has been signed and attached in PDF format.

1. Edison Contract ID #	**28650**
2. Contracting Agency Name	**F&A**
3. Contractor Name	**Dynetics, Inc.**
4. Service Caption	**Information Security Assessment Services**
5. Agency Contact (name, phone, e-mail)	**Jane Chittenden, 741-1624, Jane.Chittenden@tn.gov**

6. Legal Certification

By signing below, the department's legal staff certifies that:

1) the contract as submitted includes only CPO template language (unless the agency has obtained an approved rule exception request);
2) the contract is legally sufficient both in form and substance to protect the best interests of the State; and
3) the contract does not contravene applicable law.

Martha S. Nichols 3-11-13

Agency Attorney Signature & Date

7. (Optional) Alternative to Legal Certification Request

Note: If there are extenuating circumstances and a department's legal staff is unable to certify to a contract in the above manner, you must provide a written explanation with Agency Head signature, in the space provided below. Once the explanation is received by the CPO, instructions will be provided to the department as to what will be needed in order to gain approval of the contract, e.g., providing a Microsoft Word version of the contract, etc. **Please keep in mind that this alternative will slow down the approval process and should be the exception, not the rule.**

Justification

Agency Head Signature & Date – *contracting agency head or authorized signatory*

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 : Jane Chittenden
E-mail : Jane.Chittenden@tn.gov

DATE : 3/7/2013

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS #	**31701-03054**
OIR Endorsement Signature & Date:	
Mark Bengel (jc)	3/7/13
Chief Information Officer	
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	**F&A**
Agency Contact (name, phone, e-mail)	**Jane Chittenden**

Subject Procurement Document (mark one)

- ☐ RFP
- ☐ Competitive Negotiation Request
- ☐ Alternative Procurement Method Request
- ☐ Non-Competitive Contract Request
- ☒ Non-Competitive Amendment Request
- ☐ Contract
- ☐ Contract Amendment
- ☐ Grant
- ☐ Grant Amendment

Information Systems Plan (ISP) Project Applicability

- ☒ Not Applicable to this Request
- ☐ Applicable– ISP Project#

Response Confirmed by IT Director/Staff (name): **Jane Chittenden**

Applicable RFS # 31701-03054

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.)

The amendment adds money to purchase additional hours for Information Security Assessment Services. With the increasing number of attacks on private industry and government entities, more Tennessee State agencies are requesting services from this contract to test their applications and resources to reduce the risk of potential security breaches.

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 #	**31701-03054**
1. Procuring Agency	**Finance and Administration**
2. Contractor	**Dynetics, Inc.**
3. Contract #	**FA1236919**
4. Proposed Amendment #	**1**
5. Edison ID #	**28650**
6. Contract Begin Date	**9/12/2011**
7. Current Contract End Date *– with ALL options to extend exercised*	**9/11/2014**
8. Proposed Contract End Date *– with ALL options to extend exercised*	**9/11/2014**
9. Current Maximum Contract Cost *– with ALL options to extend exercised*	**$397,134.00**
10. Proposed Maximum Contract Cost *– with ALL options to extend exercised*	**$995,867.00**
11. Office for Information Resources Endorsement *– information technology service (N/A to THDA)*	☐ Not Applicable ☒ Attached
12. eHealth Initiative Support *– health-related professional, pharmaceutical, laboratory, or imaging*	☒ Not Applicable ☐ Attached
13. Human Resources Support *– state employee training service*	☒ Not Applicable ☐ Attached

14. Explanation Need for the Proposed Amendment

The amendment adds money to purchase additional hours for Information Security Assessment Services. With the increasing number of attacks on private industry and government entities, more Tennessee State agencies are requesting services from this contract to test their applications and resources to reduce the risk of potential security breaches.

15. Name & Address of the Contractor's Principal Owner(s)
– NOT required for a TN state education institution

Request Tracking #	**31701-03054**
Thomas A. Baumbach, President Dynetics, Inc. 4900 Bradford Dr Huntsville, AL 35805	

16. Evidence Contractor's Experience & Length Of Experience Providing the Service

Dynetics, Inc. has completed multiple successful security assessments for the State of Tennessee since the beginning of the Contract in Sept 2011.

17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives

Dynetics, Inc. was awarded this contract via RFP and therefore, the prices in the contract were determined competitively.

18. Justification – *specifically explain why non-competitive negotiation is in the best interest of the state*

Dynetics, Inc. has gained knowledge and experience with the State's information technology infrastructure during already completed security assessments that can be applied to planned and future assessments, thereby reducing costs.

Agency Head Signature and Date – *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*

Mark C. Emker 3/8/13

CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31701-03054	28650	FA1236919	1

Contractor Legal Entity Name	Edison Vendor ID
Dynetics, Inc.	143561

Amendment Purpose & Effect(s)

Adds money to purchase additional hours for Information Security Assessment Services

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** 09/11/2014

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **$598,733.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012			$127,033.00		$127,033.00
2013			$432,483.00		$432,483.00
2014			$352,551.00		$352,551.00
2015			$83,800.00		$83,800.00
TOTAL:			**$995,867.00**		**$995,867.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ 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.

Speed Chart (optional)	Account Code (optional)
FA00000184	72203000

OCR USE

AMENDMENT 1
OF CONTRACT ED 28650

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Dynetics, Inc., 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 Nine Hundred Ninety-Five Thousand Eight Hundred Sixty-Seven Dollars ($995,867.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4.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 payment 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 payment 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.

2. Contract section C.4 is deleted in its entirety and replaced with the following:

   C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. The total amount of Travel Compensation to the Contractor during the term of this Contract shall not exceed Sixty-Nine Thousand Four Hundred Seventy-Nine Dollars ($69,479.00), without amendment.

   The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

3. Contract section C.5 is deleted in its entirety and replaced with the following:

   C.5 Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

   Sese Bennett
   Chief Information Security Officer
   Department of Finance and Administration
   Capital Complex Service Center
   901 5th Avenue North
   Nashville, TN 37243

   a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

      (1) Invoice Number (assigned by the Contractor)
      (2) Invoice Date
      (3) Contract Number (assigned by the State)

(4) Customer Account Name: Department of Finance and Administration, Office for Information Resources
(5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
(6) Contractor Name
(7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
(8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
(9) Contractor Remittance Address
(10) Description of Delivered Service
(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name & title as applicable) of each service invoiced
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
iv. Amount Due by Service
v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) only be submitted for completed service and shall not include any charge for future work;
(3) not include sales tax or shipping charges; and
(4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

4. 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 certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Sese Bennett, Chief Information Security Officer
Department of Finance and Administration
Capital Complex Service Center
901 5th Avenue North
Nashville, TN 37243
Sese.Bennett@tn.gov
Telephone # (615) 741-7754
FAX # (615) 532-0471

The Contractor:

Nichole O'Brien
Dynetics, Inc.
4900 Bradford Dr
Huntsville, AL 35805
nichole.obrien@dynetics.com
Telephone # 256-713-5325
FAX # 256-864-0932

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective 5/11/2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DYNETICS, INC.:

SIGNATURE **DATE**

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

MARK A. EMKES, COMMISSIONER **DATE**

CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID
09/12/2011	09/11/2014	31701-03054	28650

Contractor Legal Entity Name	Edison Vendor ID
Dynetics, Inc.	143561

Service Caption (one line only)

Information Security Assessment Services

Subrecipient or Vendor	CFDA #
☐ Subrecipient ☒ Vendor	

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012			$132,378.00		$132,378.00
2013			$132,378.00		$132,378.00
2014			$121,346.50		$121,346.50
2015			$11,031.50		$11,031.50
TOTAL:			**$397,134.00**		**$397,134.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

Ownership/Control

☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female

☐ Person w/Disability ☐ Small Business ☐ Government ☒ NOT Minority/Disadvantaged

☐ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☒ RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
☐ Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
☐ Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
☐ Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
☐ Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

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.

OCR USE - FA

Speed Chart (optional)	Account Code (optional)	Contract #
FA00000184	72203000	

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
DYNETICS, INC.

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the 'State" and Dynetics, Inc., hereinafter referred to as the "Contractor," is for the provision of Information Security Assessment Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Special Purpose Corporation.
Contractor Federal Employer Identification, Social Security, or Edison Registration ID # 63-0670881
Contractor Place of Incorporation or Organization: Alabama

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. The purpose of this Contract is to provide a source for Information Security Assessment and Consulting Services (ISACS). The Department of Finance & Administration (F&A) Office for Information Resources (OIR) will manage the Contract. The services provided by this Contract will be offered to State agencies through OIR. Agencies interested in using the services will contact OIR and may assist in developing the Statements of Work (SOWs). The Contractor must include OIR in any and all discussions with State agencies or Non-State Participants (see Contract Section A.17) regarding services provided under this Contract. All SOWs will be initiated and issued by OIR and all Memoranda of Understanding (MOUs) will be approved and signed by OIR and the Contractor.

a. Under the terms of this Contract and at the State's request, the Contractor will provide vulnerability assessment and penetration testing services, application source code review services, information security program assessment services, system design services, data loss prevention services and limited data and network forensics services, to the State using the consultants listed in Contract Section A.2.b, below (collectively, "Consultants").

b. Depending upon the requirements of each specific security assessment project, the Contractor must be prepared to provide Consultants in one or more of the following classifications

i. Information Security Assessor/Penetration Tester. This individual must possess information security-related experience.

ii. Security Program Assessor. This individual must possess security program assessment experience, and must be a Certified Information Security Manager (CISM), Certified Information Systems Auditor (CISA), and/or Certified Information Systems Security Professional (CISSP).

iii. Data Loss Prevention (DLP) Consultant. This individual must possess DLP experience.

iv. Forensic Investigator. This individual must possess computer forensics experience and forensics certifications recognized by state and federal courts.

v. Security System Design Engineer/Architect. This individual must possess security system design experience, must be a CISSP, and also must hold a technical certification such as a Cisco Certified Security Professional (CCSP) and/or Juniper Networks Certified Internet Specialist (JNCIP).

vi. Incident Response Consultant. This individual must possess incident response certifications such as those from Global Information Assurance Certification (GIAC) GIAC Certified Incident Handler (GCIH) and/or Certified Computer Security Incident Handler (CSIH).

c. In each of the above classifications, the Contractor must be prepared to supply Consultants with varying levels of experience, as follows:

Level I – Less than five (5) years of experience;
Level II – From five (5) to less than ten (10) years of experience;
Level III – From ten (10) to less than fifteen (15) years of experience;
Level IV – Fifteen (15) or more years of experience.

A.3 The specific roles and responsibilities of Contractor consultants shall be as defined in the Contract and future SOWs.

A.4. The SOW will specify the work location(s) of Contractor consultants. Contractor consultants shall provide services under this Contract at one of the following locations:

a. Contractor consultants may be based on-site and perform their work at State-operated, maintained, and managed facilities in Nashville, Tennessee;

b. Contractor consultants may be based off-site and perform their work at a Contractor location; or

c. In the case of work that is performed for a Non-State Participant in this Contract, Contractor consultants may be based at facilities operated, maintained, and/or managed by the relevant Non-State Participant (see Contract Section A.17).

In any event, the State reserves the right to specify the work location, in the best interest of the project.

A.5. Standard State work schedules are based on a Monday through Friday thirty seven and one-half (37.5) hour workweek, typically comprised of five (5) seven and one-half (7.5) hour workdays, between the hours of 8:00 a.m. CST and 4:30 p.m. CST, excluding State holidays. Unless specific times are designated in the SOW, work performed under this Contract may occur during the standard State work schedule, on weekends, on State holidays, and/or at off-hours Monday through Friday. Contractor consultants will be compensated at the payment rates in Contract Section C.3., regardless of the day, date, or time the tasks are performed or the total number of hours worked during a workweek.

A.6. Contractor consultants must provide their own personal computing devices (desktop, laptop, etc.) and licenses for software installed on the devices. Commensurate with the needs of a given project, the State will provide Contractor consultants with office and meeting space, access to telephones, printers, and copiers, and connections to the Internet and/or State network. The State shall be the sole determinant with regard to facilities, supplies, access, and connections required for any given project.

A.7. The Contractor understands and agrees that the State has executed and may execute contracts with other parties for services the same as or similar to those described herein. The State

understands and agrees that the Contractor may perform services the same as or similar to those described herein for other Contractor customers.

A.8. The purpose of this Contract is to establish a source of supply for information security assessment consultants. However, due to the dynamic nature of projects within State government, the State cannot predict the numbers of Contractor consultants that will be required under this Contract. Therefore, the State makes no guarantees, either stated or implied, about the demand for resources provided through this procurement. The State is not obligated to use any of the Contractor's consultants. Throughout the term of the Contract, the State retains full control and flexibility with regard to the types, quantities, and timing of Contractor consultant usage.

A.9. Contractor Objectives and Deliverables

a. Objective 1: Provide Security Vulnerability Assessment and Penetration Testing Services

The Contractor shall conduct vulnerability assessments and penetration tests to assist in strengthening the security posture of the State of Tennessee. Vulnerability assessments and penetration testing services shall be used in identifying and validating configuration and/or technical flaws within a given system or network (i.e. firewalls, routers, switches, servers, operating systems, applications, databases, load-balancers, etc.).

b. Objective 1 Deliverables:

i. An Assessment Report outlining:

(1) Details of the methodology used to conduct the security vulnerability assessments and penetration tests;

(2) The results including, but not limited to, the full details of the actions taken; and

(3) The detailed documentation of security flaws and remediation recommendations of those flaws found.

ii. Any additional deliverables as defined in the SOW.

c. Objective 2: Provide Code Review Services

The Contractor shall conduct code review services to assist the Information Security Assessment Services (ISAS) User in strengthening the security posture of the State of Tennessee. The Contractor shall evaluate source code for programming errors that may lead to security issues (i.e. format string mistakes, buffer overflows, memory leaks, input validation/sanitization mistakes, etc.).

d. Objective 2 Deliverables:

i. A Code Review Report outlining:

(1) Details of the methodology used to conduct code reviews;

(2) The results including, but not limited to, the full details of the actions taken; and

(3) The detailed documentation of security flaws and remediation recommendations of those flaws found.

ii. Any additional deliverables as defined in the SOW.

e. Objective 3: Provide Forensics Services

The Contractor shall provide services for data and network forensics which help to identify the "root cause" of information security incidents within the State's environment. This includes but is not limited to investigation and retrieval of deleted or modified files, electronic messages and Internet activity; expert testimony; and dedicated hands-on case work investigating intrusions.

f. Objective 3 Deliverables:

i. A Forensics Report outlining:

(1) Details of the methodology used to conduct forensics;

(2) The results including, but not limited to, the full details of the actions taken; and

(3) The detailed documentation of findings.

ii. Any additional deliverables as defined in the SOW.

g. Objective 4: Provide Enterprise Security Program Assessment

The Contractor shall analyze the State's current information security program and determine the adequacy and effectiveness of the program and it's associated administrative, technical and management controls using government regulatory requirements, such as Health Insurance Portability and Accountability (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) and/or standards and practices defined in industry recognized frameworks such as Payment Card Industry-Data Security Standard (PCI-DSS), International Organization for Standardization (ISO) 27002, and Statement on Auditing Standards (SAS) 70.

h. Objective 4 Deliverables:

i. A Security Program Assessment Report outlining:

(1) Details of the methodology used to conduct the assessment;

(2) The results including, but not limited to, the full details of the actions taken; and

(3) The detailed documentation of findings.

ii. Any additional deliverables as defined in the SOW.

i. Objective 5: Provide Data Loss Prevention (DLP) Assessment

The Contractor shall perform onsite assessments inspecting facilities and operations gaining an understanding of the level of protection desired and effectiveness of policies and controls.

j. Objective 5 Deliverables:

i. A DLP Assessment Report outlining:

(1) Details of the methodology used to conduct the assessment;

(2) The results including, but not limited to, the full details of the actions taken; and

(3) The detailed documentation of findings.

ii. Any additional deliverables as defined in the SOW.

k. Objective 6: Security System Design and Configuration Consultation

The Contractor shall provide security system(s) design consulting services including but not limited to, networking, storage, Intrusion Detection/Prevention Systems, routers, switches, firewalls, logging, physical security systems and server security configuration.

l. Objective 6 Deliverables:

i. System Specifications: detailed system specification documents and diagrams; and

ii. Any additional deliverables as defined in the SOW.

m. Contractor must provide all software tools required to perform the tasks and deliverables as defined in the State's SOW. All costs associated with software tools must be included in the Consulting Services Hourly Rates listed in Section C.3. The State will not pay separate costs for software tools.

A.10. Procedures/Stipulations for Providing Consultants.

a. Statement of Work.

The State will provide the Contractor with an SOW describing the requested services, including as follows.

i. Project number, which will be used to track the services through completion;

ii. Description and scope of the requested services including the specific information security and other state standard technologies involved and any special data handling due to issues such as confidentiality;

iii. Requested project timeframe and any non-standard work schedule tasks;

iv. Deliverable(s);

v. Work location;

vi. State Project Coordinator; and

vii. Deadline for the Contractor to respond to the State's request (i.e., response period), which will be no more than ten (10) business days measured from the date the SOW was distributed.

b. Submission of Project Proposal.

The Contractor may seek written or verbal clarifications regarding the SOW during the response period. If deemed necessary by the State, the SOW may be modified to clarify its intent and to adjust the response period accordingly.

Within the requested response period, the Contractor will respond to the SOW with a Project Proposal that includes the following:

i. Project number from the SOW;

ii. Contractor understanding of the work to be performed;

iii. Workplan, including a project timeframe, tasks, and resource loading;

iv. Staffing plan, specifying the Consultant Classifications from Contract Section C.3 needed for the project and the hours required for each Consultant Classification;

v. Maximum project consultant cost, which the Contractor shall calculate by using the payment rates per hour set forth in Section C.3.b. for each Consultant Classification needed for the project. If the project timeframe spans more than one year of the Contract term, the Contractor must calculate the maximum project consultant cost using the payment rates for every effective year. In other words, if the project begin and end dates lie completely within year one of the Contract term, the Contractor would calculate maximum project consultant cost using the payment rates for that Contract year. On the other hand, if the dates begin in Contract year one and extend into any portion of Contract year two, the Contractor must calculate the maximum project consultant cost using the payment rates for both years based on the dates in the Workplan. The same rule would apply for all contract years; the maximum project consultant cost must be calculated using the payment rates for the effective years. This maximum project consultant cost shall be a "not to exceed" total cost; the State shall pay no more than this cost for the consultant cost for the project, unless amended in the resulting MOU as described in Contract Section A.10.e; and

vi. Any Contractor assumptions on which the Project Proposal are based. These assumptions cannot conflict with the terms and provisions of the Contract. In the event of a conflict, the Contract will prevail.

c. State's Right to Reject Project Proposals. The State has the sole discretion to accept the Contractor's Project Proposal, request modifications to the Contractor's Project Proposal, or to reject the Contractor's Project Proposal in its entirety.

d. Contractor Must Respond to All SOWs. The Contractor must respond with a viable Project Proposal for every SOW released by the State under this Contract. Failure to respond to an SOW may result in the assessment of liquidated damages, as described in A.11.e.i.(1) below, and/or the State may deem the Contractor to be in Breach of Contract.

e. Memorandum of Understanding.

After the State has approved the Project Proposal, it will develop, using the State-approved Memorandum of Understanding format, an MOU, which the Contractor must sign, to bind the Contractor to its Project Proposal for the associated SOW.

The State will provide a copy of the fully executed MOU, containing signatures from the Office for Information Resources and the Contractor, to the Contractor. Receipt of a fully executed MOU authorizes the Contractor to provide the requested services and the Contractor consultants to begin work. The State will not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed MOU.

f. Memorandum of Understanding Tracking and Amendment.

The MOU will fix the maximum amount of money to be paid in compensation on a particular SOW. This amount cannot be exceeded without an MOU amendment. Such an amendment, if deemed necessary by the State, would increase the maximum potential compensation due the Contractor for the requested services. The Amendment will require the same signatures as the original MOU.

For each MOU, the Contractor will track the expenditures against the MOU Maximum Compensation, and will inform the State when expenditures are nearing either cap. If insufficient funds are remaining in the amount to complete the project, the Contractor will

provide the State with a revised Project Proposal for completion of the project. The revised Project Proposal will include the same information requested in the original Project Proposal (see Contract Section A.10.b.), updated as needed to complete the project. It must also detail the reason(s) additional funds are required. The State, at its sole option, will either amend the MOU Maximum Compensation to accommodate completion of the project, in part or in whole, or direct the Contractor to cease work on the project.

A.11. Contractor Consultant Performance and Replacement.

a. The Contractor shall select the Consultants to perform the services requested in the SOW. The State shall be the sole judge of the quality of services provided and the project progress achieved by the Contractor's consultants. The Contractor agrees to remove and replace at the Contractor's expense, consultants whom the State judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the State or deemed not to make substantial contributions to the project. The Contractor agrees not to charge the State for services performed which the State designates as being unacceptable.

This provision will not be deemed to give the State the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the State only the right to require that the Contractor discontinue using an employee in the performance of services for the State.

b. At the State's request, the Contractor will replace an individual that has voluntarily withdrawn or that the Contractor has voluntarily removed from State assignment. Any requirement for such replacement will be at the State's sole discretion; the State is not obligated to accept replacement of removed or withdrawn consultants. The State will compensate the Contractor for acceptable services completed by the consultant prior to voluntary withdrawal or removal.

c. If the State requests a replacement as described in Contract Sections A.11.a. and A.11.b., the Contractor will replace the consultant with a consultant of equal or greater years experience as the consultant proposed in the associated Project Proposal for the MOU. The Contractor will be compensated for the replacement consultant at the rate established for the original consultant.

d. The termination of an individual consultant's assignment will not necessarily result in the termination of the MOU related to that consultant.

e. The State values contractor timeliness, availability, quality and continuity of work product over the term of the contract. Failure to consistently provide services that uphold these values may cause harm to the State's progress toward assuring a secure, reliable and robust technology environment.

i. In order to encourage adequate Contractor performance, the State may assess damage amounts, to be paid by the Contractor to the State, in the event of the Contractor's failure to perform, as follows:

Metric	**Damage Assessment Amount**
(1) Availability of Qualified Staff – Failure by the Contractor to provide qualified staff, as requested on the SOW, more than once per contract year.	$1,000.00 per each failure event greater than one (1) during any given Contract year.

(2) Timeliness of Audit Deliverables – Failure by the Contractor to submit quality deliverables, in a timely manner, thereby causing the State to miss an audit filing deadline.	The actual amount of any fine assessed by the Payment Card Industry, up to $25,000 per month.
(3) Quality of Work – Failure by the Contractor to submit work products that are complete and substantially error free. "Complete and substantially error free" means that documents must be: (1) free of grammatical and formatting errors; (2) free of technical errors; (3) able to demonstrate technical competency commensurate with both the cost and level of the assigned worker(s) within the SOW (e.g. the State reserves the right to deem incompetent any work product produced by an "Information Security Assessor/Penetration Tester IV" if the State has credible evidence or experience that supports this disposition); and (4) completely addresses the SOW and its intended purpose.	For any given SOW: 1st failure event: correct all errors/discrepancies in the deliverable(s) and resubmit them, at no additional cost to the State. Work to correct the failure must begin within two (2) weeks of the State's disposition. 2nd and subsequent failure event(s), associated with the same SOW: $3,000 per each failure event. Provided, however, that if the failure affects audit compliance [see A.11.e.i.(2) above], those damages may also apply.
(4) Continuity of Work – Failure by the Contractor to maintain sufficient record keeping with regard to the Contractor's work to allow the State or a third-party to use this work as a basis for future audits dealing with the same or a similar security issue.	$1,000 per each failure event.

ii. The damage assessments detailed above shall not apply if the Contractor demonstrates, and the State agrees, that the Contractor's failure to perform is the result of a failure on the part of the State to fulfill its obligations with regard to the work in question.

iii. In the event that damages are assessed, the Contractor's payment to the State may be in the form of a credit against any amount owed by the State to the Contractor, or direct compensation to the State, at the State's sole discretion.

A.12. Miscellaneous Policies and Procedures.

a. The State will not provide parking for Contractor consultants.

b. Contractor consultants do not have access to the State clinic.

A.13. Information Security Compliance.

Contractor warrants to the State that it will cooperate with the State in the course of performance of the Contract so that both parties will be in compliance with State of Tennessee's Enterprise Security Policies requirements and any other State and federal computer security regulations including cooperation and coordination with the State's Office for Information Resources Security Management Team and other compliance officers required by its regulations. The Enterprise Security Policies can be found on the State's public website at:

http://www.state.tn.us/finance/oir/security/secpolicy.html

A.14. State's Technical Architecture.

Contractor consultants shall provide the services required by this RFP within the context of the technical environment described by the *State of Tennessee Enterprise Architecture* (the "Technical Architecture"). See Contract Attachment B.

A.15. Periodic Meetings.

The State reserves the right, at the State's option, to request periodic meetings with Contractor management staff to discuss topics including, but not limited to, the following: general project direction, management, and coordination; State technical infrastructure and standards; SOW Clarifications; and time keeping and other project progress records. These meetings shall occur at a State location or via conference call as agreed to by the parties and shall be at no additional cost to the State.

A.16. Command and Data Retention

The Contractor shall retain the data that they provide to the State and the methodology used to collect it for one year for comparative analysis of the same environments. The data values that the Contractor is required to retain are detailed in the "Assessment Export File Specification" document, which will be attached to the associated SOW. This specification is subject to change at the State's discretion and may be unique for a given SOW. The State will provide to the Contractor the most current version of the Assessment Export File Specification as modifications become necessary.

A.17. Provision of Service to Non-State Participants

At the State's request and under the State's direction, the Contractor shall provide the services described in this Contract to third parties, including federal and local government, K-12, and higher education institutions (collectively, "Non-State Participants").

The State will compensate the Contractor for services performed for Non-State Participants using the hourly rates in Contract Section C.3.b.

B.1. CONTRACT PERIOD:

This Contract shall be effective for the period beginning September 12, 2011, and ending on September 11, 2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

B.2. Term Extension. The State reserves the right to request an extension to this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment signed by both parties. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment signed by both parties, and shall be based upon payment rates provided in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Ninety-Seven Thousand One Hundred Thirty-Four Dollars ($397,134.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4.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 payment 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 payment 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.

C.2. Compensation Firm. The payment 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 payment 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.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates. The payment rates for Years 4 and 5 shall only apply if the Contract term is extended pursuant to Section B.2 above:

Service Description	**Amount** (per compensable increment)				
	Year 1 09/12/11 – 09/11/12	Year 2 09/12/12 – 09/11/13	Year 3 09/12/13 – 09/11/14	Year 4 09/12/14 – 09/11/15	Year 5 09/12/15 – 09/11/16
Information Security Assessor / Penetration Tester - I	$ 82.04 per Hour	$ 85.22 per Hour	$ 87.54 per Hour	$ 90.01 per Hour	$ 92.63 per Hour
Information Security Assessor / Penetration Tester - II	$ 93.39 per Hour	$ 97.00 per Hour	$ 99.64 per Hour	$ 102.47 per Hour	$ 105.42 per Hour
Information Security Assessor / Penetration Tester - III	$ 117.59 per Hour	$ 122.15 per Hour	$ 125.48 per Hour	$ 129.02 per Hour	$ 132.74 per Hour
Information Security Assessor / Penetration Tester - IV	$ 151.05 per Hour	$ 156.90 per Hour	$ 161.17 per Hour	$ 165.77 per Hour	$ 170.55 per Hour
Security Program Assessor - I	$ 72.12 per Hour	$ 74.28 per Hour	$ 76.51 per Hour	$ 78.81 per Hour	$ 81.17 per Hour
Security Program Assessor - II	$ 90.42 per Hour	$ 93.13 per Hour	$ 95.92 per Hour	$ 98.80 per Hour	$ 101.76 per Hour
Security Program Assessor - III	$ 92.18 per Hour	$ 94.95 per Hour	$ 97.80 per Hour	$ 100.73 per Hour	$ 103.75 per Hour
Security Program Assessor - IV	$ 130.36 per Hour	$ 134.27 per Hour	$ 138.30 per Hour	$ 142.45 per Hour	$ 146.72 per Hour

Service Description	Amount (per compensable increment)				
	Year 1 09/12/11 – 09/11/12	Year 2 09/12/12 – 09/11/13	Year 3 09/12/13 – 09/11/14	Year 4 09/12/14 – 09/11/15	Year 5 09/12/15 – 09/11/16
Data Loss Prevention (DLP) Consultant - I	$ 82.04 per Hour	$ 85.22 per Hour	$ 87.54 per Hour	$ 90.01 per Hour	$ 92.63 per Hour
Data Loss Prevention (DLP) Consultant - II	$ 88.88 per Hour	$ 91.55 per Hour	$ 94.30 per Hour	$ 97.13 per Hour	$ 100.04 per Hour
Data Loss Prevention (DLP) Consultant - III	$ 112.75 per Hour	$ 117.12 per Hour	$ 120.30 per Hour	$ 123.72 per Hour	$ 127.28 per Hour
Data Loss Prevention (DLP) Consultant - IV	$ 157.34 per Hour	$ 163.44 per Hour	$ 167.87 per Hour	$ 172.64 per Hour	$ 177.62 per Hour
Forensic Investigator - I	$ 44.80 per Hour	$ 46.14 per Hour	$ 47.52 per Hour	$ 48.95 per Hour	$ 50.42 per Hour
Forensic Investigator - II	$ 49.26 per Hour	$ 50.74 per Hour	$ 52.26 per Hour	$ 53.83 per Hour	$ 55.44 per Hour
Forensic Investigator - III	$ 66.77 per Hour	$ 68.77 per Hour	$ 70.83 per Hour	$ 72.95 per Hour	$ 75.14 per Hour
Forensic Investigator - IV	$ 95.28 per Hour	$ 98.14 per Hour	$ 101.08 per Hour	$ 104.11 per Hour	$ 107.23 per Hour
Security System Design Engineer/Architect - I	$ 82.04 per Hour	$ 85.22 per Hour	$ 87.54 per Hour	$ 90.01 per Hour	$ 92.63 per Hour
Security System Design Engineer/Architect - II	$ 91.13 per Hour	$ 94.68 per Hour	$ 97.24 per Hour	$ 100.00 per Hour	$ 102.89 per Hour
Security System Design Engineer/Architect - III	$ 122.06 per Hour	$ 126.78 per Hour	$ 130.24 per Hour	$ 133.96 per Hour	$ 137.83 per Hour
Security System Design Engineer/Architect - IV	$ 157.34 per Hour	$ 163.44 per Hour	$ 167.87 per Hour	$ 172.64 per Hour	$ 177.62 per Hour
Incident Response Consultant - I	$ 44.80 per Hour	$ 46.14 per Hour	$ 47.52 per Hour	$ 48.95 per Hour	$ 50.42 per Hour
Incident Response Consultant - II	$ 49.26 per Hour	$ 50.74 per Hour	$ 52.26 per Hour	$ 53.83 per Hour	$ 55.44 per Hour
Incident Response Consultant - III	$ 66.77 per Hour	$ 68.77 per Hour	$ 70.83 per Hour	$ 72.95 per Hour	$ 75.14 per Hour
Incident Response Consultant - IV	$ 130.36 per Hour	$ 134.27 per Hour	$ 138.30 per Hour	$ 142.45 per Hour	$ 146.72 per Hour

c. The Contractor shall not be compensated for travel time to the primary location of service provision.

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. The total amount of Travel Compensation to the Contractor during the term of this Contract shall not exceed Thirty-Six Thousand One Hundred Three Dollars ($36,103.00), without amendment.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Jason Gunnoe CISSP, RHCE
Chief Information Security Officer
Department of Finance and Administration
Suite # 1600, Snodgrass TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice Number (assigned by the Contractor)
(2) Invoice Date
(3) Contract Number (assigned by the State)
(4) Customer Account Name: Department of Finance and Administration, Office for Information Resources
(5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
(6) Contractor Name
(7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
(8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
(9) Contractor Remittance Address
(10) Description of Delivered Service
(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name & title as applicable) of each service invoiced
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
iv. Amount Due by Service
v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) only be submitted for completed service and shall not include any charge for future work;
(3) not include sales tax or shipping charges; and
(4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. 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.8. 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.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the

State shall have the right to terminate the Contract and withhold payments in excess of fair compensation for completed services.

a. The State will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with a reasonable opportunity to cure, which must be requested in writing no less than 10 days from the date of receipt of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the State with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The State will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of State operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.

b. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

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. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). 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.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

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 handicap or 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, 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 at Attachment A, 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.* 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 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. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*.

D.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.13. 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.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, fiduciaries, 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 taxes applicable to it incident to this Contract.

D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' reasonable control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of its work under this Contract.

D.18. 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.19. 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.20. 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.

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 certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified

by written notice.

The State:

Jason Gunnoe CISSP, RHCE
Chief Information Security Officer
Department of Finance and Administration
Suite # 1600, Snodgrass TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
jason.gunnoe@tn.gov
Telephone # (615) 253-5028
FAX # (615) 532-0471

The Contractor:

Nichole O'Brien
Dynetics, Inc.
4900 Bradford Dr
Huntsville, AL 35805
nichole.obrien@dynetics.com
Telephone # 256-713-5325
FAX # 256-864-0932

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

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. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, insured contracts and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

E.7. 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, 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.8. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.

b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.

c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);

b. the Memoranda of Understanding (MOUs) and their associated Statements of Work (SOWs)

c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;

d. the State solicitation, as may be amended, requesting proposals in competition for this Contract;

e. any technical specifications provided to proposers during the procurement process to award this Contract;

f. the Contractor's proposal seeking this Contract.

E.10. 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. It is expressly - understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.11. 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 RFP-31701-03054 (RFP Attachment 6.2, Section B, Item B.15) and7 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 Diversity Business Enterprise in form and substance as required by said office.

E.12. Limitation of Liability. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in section C.1. and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.

E.13. Hold Harmless. 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, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost 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.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.14. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

— 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.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

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) Partial Default— 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. The Notice of partial default and termination of services associated with the breach shall advise the Contractor whether there is an opportunity to cure or if the State has determined under Section D.4 that an opportunity to cure is not applicable. 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 may terminate the Contract immediately 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 shall advise the Contractor whether there is an opportunity to cure or if the State has determined under Section D.4 that an opportunity to cure is not applicable. 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 or Partial Takeover.

b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 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. 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. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.15. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said

Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, 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.16. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

IN WITNESS WHEREOF,

DYNETICS, INC.:

Phyllis J. Nicaise 8.26.2011

CONTRACTOR SIGNATURE Phyllis J. Nicaise, Vice President of Contracts **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

Mark A. Emkes 9-1-11

MARK EMKES, COMMISSIONER MOA **DATE**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	DYNETICS, INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	63-0670881

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.

Thomas G. Baumbach

CONTRACTOR SIGNATURE

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.

THOMAS G. BAUMBACH, PRESIDENT

PRINTED NAME AND TITLE OF SIGNATORY

8/26/11

DATE OF ATTESTATION

ATTACHMENT B

STATE OF TENNESSEE ENTERPRISE ARCHITECTURE (TECHNICAL ARCHITECTURE)

To follow this page.

State of Tennessee Enterprise Architecture

Technology Architecture

Standard Product Components

Submitted on February 20, 2009 to:
State of Tennessee Office for Information Resources Executive Leadership Team

Executive Sponsor

Mark Bengel
State of Tennessee Chief Information Officer
Department of Finance and Administration
Office for Information Resources

Technology Architecture Framework

The State of Tennessee Information Systems Council (ISC) has assigned the responsibility for the development of the State's Technology Architecture to the Office for Information Resources. The Technology Architecture is an integral part of the Enterprise Architecture and is the official publication documenting information technology products and standards.

Technology Architecture Standards are applicable to all state agencies (e.g., departments, boards, commissions, offices, and institutions of the state) and extend to vendors contracted to work for state agencies. Exceptions to Enterprise Architecture standards are governed by the Waiver/Exception process (see Appendix A).

The Technology Architecture establishes technical requirements which govern the planning, acquisition, use, and management of information technology resources. It organizes, classifies, and categorizes them in an orderly framework of Domains, Disciplines and Technology Areas. The concept of domains, disciplines and technology areas are aligned with the National Association of State Chief Information Officers (NASCIO) Enterprise Architecture Toolkit.

Technology Architecture Domains

The Technology Architecture Domains are listed below with a brief description.

Application

The Application Domain documents the languages, tools and utilities to design, build, deploy, operate and maintain the State's applications.

Collaboration

The Collaboration Domain identifies standards and components that facilitate interaction of the workforce and promote group productivity.

Data

The Data Domain addresses technology requirements for the storage and management of critical State data in electronic form.

Information

The Information Domain addresses technology requirements for development and maintenance of areas requiring significant multi-agency coordination in the context of enterprise data and resource management.

Network

The Network Domain documents the technology required to support the movement of electronic information and to support the voice, data and video infrastructures.

Platform

The Platform Domain identifies technology hardware platforms and the related operating systems to support the current and future business requirements, standardizes configurations and defines host communications.

Security

The Security Domain provides for integrating security services, mechanisms, objects and management functions, across multiple hardware and software platforms and networks.

Systems Management

The Systems Management Domain defines the framework for efficient and effective management of the State's information processing environment, including monitoring and management of peripheral devices, processes for production systems, and the capability to recover the production environment in part or in whole.

Technology Architecture Product Phases

The Technology Architecture Products component facilitates planning by identifying a lifecycle phase for each standard product. The phases are listed below with a brief description.

Emerging

Technologies that, while possibly accepted as well utilized thoughout the industry, are new to the enterprise. It is generally understood that emerging technologies be considered carefully before implementing in the enterprise-wide architecture. It is therefore recommended that, for initial implementation, emerging technologies be limited to smaller, non-mission-critical projects until it is proven that they can be integrated sucessfully into the existing enterprise architecture.

Current

Technologies that are the current standard for use within the enterprise, and tested and generally accepted as standard within the industry. These items comply with or support the principles listed for the discipline.

Twilight

Technologies being phased out by the enterprise but not yet having an established end date.

Obsolete

Technologies that have been phased out and cannot be used within the organization past a specific date.

Technology Architecture Product Standards

Domain: Application

Discipline: Application Access

Technology Area: Application Server

Product Component	Notes	PhaseName
IBM Websphere Application Server	Runs on z/OS, Solaris, Linux, Window	Current
Microsoft .NET	Runs on Windows	Current
Oracle Application Server 10g	Runs on Solaris, Linux, Windows, Des	Current
Oracle Application Server 9i	Runs on Solaris, Linux, Windows, Des	Twilight
Red Hat JBoss	Runs on Linux, Windows	Current

Technology Area: Web Browser

Product Component	Notes	PhaseName
Internet Explorer 5	Runs on Solaris, Desktop	Twilight
Internet Explorer 6	Runs on Solaris, Desktop	Twilight
Internet Explorer 7	Runs on Solaris, Desktop	Current
Internet Explorer 8	Runs on Solaris, Desktop	Current
Netscape	Runs on Desktop	Obsolete

Technology Area: Web Server

Product Component	Notes	PhaseName
IBM HTTP Server	Runs on z/OS, Solaris, Linux, Window	Current
Microsoft Internet Information Server	Runs on Windows	Current
Netscape	Runs on Solaris, Desktop (Solaris for	Twilight
Open Source Apache Web Server 2.0 or higher	Runs on Solaris, Linux, Windows	Current
Oracle Apache (formerly Oracle HTTP Server)	Runs on Solaris	Current

Discipline: Application Configuration Management

Technology Area: Application Change Management

Product Component	Notes	PhaseName
Serena PVCS Teamtrack	Runs on Solaris, Netware, Desktop	Current

Technology Architecture Product Standards

Technology Area: Application Release Management

Product Component	Notes	PhaseName
Serena PVCS Builder	Runs on Solaris, Netware, Windows,	Twilight

Technology Area: Application Version Control

Product Component	Notes	PhaseName
Librarian Change Control Facility	Runs on z/OS	Current
Oracle Software Configuration Management	Runs on Solaris, Windows, Desktop	Emerging
Serena PVCS Version Manager	Runs on Solaris, Netware, Windows,	Current
Subversion		Current
Visual SourceSafe	Runs on Windows, Desktop	Current

Discipline: Application Development

Technology Area: Languages

Product Component	Notes	PhaseName
ADF	Runs on z/OS	Twilight
C#	Runs on Windows, Desktop	Current
COBOL for z/OS and OS/390	Runs on z/OS	Current
FoxPro	Runs on Desktop	Twilight
Java 1.4.2	Runs on Desktop	Current
Microsoft VB .NET	Runs on Windows, Desktop	Current
PowerBuilder	Runs on Desktop	Twilight
Visual Basic	Runs on Desktop	Twilight

Technology Area: Tools & Utilities

Product Component	Notes	PhaseName
CA Easytrieve Plus	Runs on z/OS	Current
Cool:Gen	Runs on z/OS	Twilight
Finalist	Runs on z/OS	Current
Finalist (Cross Check)	Runs on Solaris, Windows	Current
NDoc	Runs on Desktop	Current
Oracle Designer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Designer 4.5	Runs on Solaris, Windows, Desktop	Obsolete

Oracle Designer 6i	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Designer 9i	Runs on Solaris, Windows, Desktop	Twilight
Oracle Discoverer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Discoverer 4.1	Runs on Solaris, Windows, Desktop	Twilight
Oracle Discoverer 9i	Runs on Solaris, Windows, Desktop	Twilight
Oracle Forms Developer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Forms Developer 4.5	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Forms Developer 6i	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Forms Developer 9i	Runs on Solaris, Windows, Desktop	Twilight
Oracle Jdeveloper 10g	Runs on Solaris, Desktop	Current
Oracle Jdeveloper 9i	Runs on Solaris, Desktop	Twilight
Oracle Reports Developer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Reports Developer 4.5	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Reports Developer 6i	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Reports Developer 9i	Runs on Solaris, Windows, Desktop	Twilight
SAS Foundation	Runs on z/OS, Desktop	Current
TELON	Runs on z/OS	Twilight
VB Commenter	Runs on Desktop	Twilight

Technology Area: Web Application Development Tools

Product Component	Notes	PhaseName
Eclipse IDE for Java Developers		Current
Microsoft Dynamics CRM		Current
Oracle Internet Developer Suite 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Internet Developer Suite 9i	Runs on Solaris, Windows, Desktop	Twilight
Rational Application Developer (RAD) for WebSpher	Runs on z/OS, Solaris, Linux, Window	Current
Rational Software Architect	Runs on z/OS, Windows	Current
Visual Studio .NET 2005	Runs on Windows, Desktop	Current

Technology Area: Web Graphical User Interface Development Tools

Product Component	Notes	PhaseName
Jacada Interface Server	Runs on Solaris, Windows, Desktop	Current
Oracle Internet Developer Suite 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Internet Developer Suite 9i	Runs on Solaris, Windows, Desktop	Twilight

WebSphere Host Access Transformation Services (H	Runs on z/OS, Windows	Current

Discipline: Application Testing

Technology Area: Functional Testing

Product Component	Notes	PhaseName
Compuware Hiperstation Plus	Runs on Windows, Desktop	Current
Compuware QACenter 3270 Hiperstation	Runs on z/OS	Current
Micro Focus QADirector	Runs on Windows, Desktop	Current
Micro Focus TestPartner	Runs on Windows, Desktop	Current

Technology Area: Performance Testing

Product Component	Notes	PhaseName
Compuware Application Vantage	Runs on Windows, Desktop	Current
Micro Focus QALoad	Runs on Windows, Desktop	Current

Technology Area: Test Data Generation

Product Component	Notes	PhaseName
Compuware File-AID/CS	Runs on Windows, Desktop	Current

Technology Area: Tuning/Development

Product Component	Notes	PhaseName
Micro Focus DevPartner	Runs on Solaris, Windows, Desktop	Current

Discipline: Output Management

Technology Area: Output Management

Product Component	Notes	PhaseName
DataWare-CD - Luminex	Runs on Windows	Current
Document Direct for the Internet + (formerly Docu	Runs on Windows	Current
IBM Advanced Function Printing	Runs on z/OS	Current
InfoPrint Server	Runs on z/OS	Current
Microfiche	Runs on z/OS	Current
Monarch	Runs on Desktop	Current
TriTek Output Express		Current

Technology Architecture Product Standards

View Direct (formerly InfoPac)	Runs on z/OS	Current

Technology Architecture Product Standards

Domain: Collaboration

Discipline: Collaboration Tools

Technology Area: Desktop Publishing

Product Component	Notes	PhaseName
Adobe PageMaker	Runs on Desktop	Current
Microsoft Publisher 2000 and 2002	Runs on Desktop	Twilight
Microsoft Publisher 2003 and 2007	Runs on Desktop	Current
Microsoft Visio 2002	Runs on Desktop	Twilight
Microsoft Visio 2003 and 2007	Runs on Desktop	Current

Technology Area: Office Automation

Product Component	Notes	PhaseName
Microsoft Office 2003 and 2007	Runs on Desktop. Basic Package/Offi	Current
Microsoft Office 97	Runs on Desktop	Obsolete
Microsoft Office XP	Runs on Desktop	Twilight

Technology Area: Project Management

Product Component	Notes	PhaseName
Microsoft Project 2000	Runs on Windows, Desktop	Obsolete
Microsoft Project 2003 and 2007	Runs on Windows, Desktop	Current
Microsoft Project Server 2000	Runs on Windows	Obsolete
Microsoft Project Server 2003 and 2007	Runs on Windows	Current
Project Workbench	Runs on Netware, Windows, Deskto	Obsolete

Technology Area: Spreadsheet

Product Component	Notes	PhaseName
Lotus 1-2-3	Runs on Desktop	Obsolete
Microsoft Excel 2000	Runs on Desktop	Twilight
Microsoft Excel 2003	Runs on Desktop	Current
Microsoft Excel 2007		Current
Microsoft Excel XP	Runs on Desktop	Twilight

Technology Architecture Product Standards

Technology Area: Team Collaboration

Product Component	Notes	PhaseName
Microsoft Office SharePoint Server 2007	Microsoft Office SharePoint Server is	Current
Windows SharePoint Services 3.0	Runs on Windows	Current

Technology Area: Word Processing

Product Component	Notes	PhaseName
Microsoft Word 2000	Runs on Desktop	Twilight
Microsoft Word 2003	Runs on Desktop	Current
Microsoft Word 2007		Current
Microsoft Word XP	Runs on Desktop	Twilight
Word Perfect	Runs on Desktop	Twilight

Discipline: Directory Services

Technology Area: Directory Services

Product Component	Notes	PhaseName
eDirectory (formerly NDS Directory)	Runs on Netware	Current
eTrust IdentityMinder eProvision (formerly Netegrit	Runs on Windows	Obsolete
Microsoft Active Directory	Runs on Windows	Current
Resource Access Control Facility (RACF)	Runs on z/OS	Current

Discipline: Document Lifecycle Management

Technology Area: Automated Data Capture

Product Component	Notes	PhaseName
Datacap Taskmaster		Current
IBM FileNET Capture Desktop 4.x	Runs on Solaris, Windows, Desktop	Twilight
IBM FileNET Capture Desktop 5.x	Runs on Solaris, Windows, Desktop	Current
IBM FileNET Capture Pro 4.x	Runs on Solaris, Windows	Twilight
IBM FileNET Capture Pro 5.x	Runs on Solaris, Windows	Current
Lexmark	Runs on Other	Current
TriTek CapturePlus		Current
Verity (formerly CARDIFF TELEForm Information Cap	Runs on Netware, Windows, Deskto	Twilight

Technology Architecture Product Standards

Technology Area: Document Imaging

Product Component	Notes	PhaseName
IBM FileNET Content Services	Runs on Solaris, Windows	Twilight
IBM FileNET Image Services	Runs on Solaris, Windows	Twilight

Technology Area: Document Management

Product Component	Notes	PhaseName
IBM FileNET Content Manager 3.x	Runs on Solaris, Windows	Current
IBM FileNET Content Manager 4.x	Runs on Solaris, Windows	Emerging
IBM FileNET Image Manager 2.x	Runs on Solaris, Windows	Twilight
IBM FileNET Image Manager 3.5.2	Runs on Solaris, Windows	Current

Technology Area: Workflow

Product Component	Notes	PhaseName
eProcess Services	Runs on Solaris, Windows	Twilight
IBM FileNet Business Process Manager 2.x	Runs on Solaris, Windows	Twilight
IBM FileNet Business Process Manager 3.5.2	Runs on Solaris, Windows	Current
TriTek Trans@ction eXpress 4.5		Current

Discipline: Electronic Mail

Technology Area: Electronic Mail

Product Component	Notes	PhaseName
Blackberry Enterprise Server 4	Runs on Desktop	Twilight
Blackberry Enterprise Server 4.1	Runs on Desktop	Current
FaxWare		Current
Microsoft Exchange Server 2007		Emerging
Novell GroupWise Client 6	Runs on Desktop	Obsolete
Novell GroupWise Client 6.5.1	Runs on Desktop	Current
Novell GroupWise Server 6	Runs on Netware	Obsolete
Novell GroupWise Server 7	Runs on Netware	Current

Technology Area: Gateway

Product Component	Notes	PhaseName
GroupWise Internet Agent (GWIA)	Runs on Netware	Current
Secure Mail (IronMail)		Current
SendMail (SMTP)	Runs on Solaris	Current
SMTP Compliance Component	Runs on z/OS, Solaris, Linux, Netwar	Current
Symantec AntiVirus	Runs on Netware, Windows, Deskto	Current

Technology Area: List Management Software

Product Component	Notes	PhaseName
LISTSERV	Runs on Windows	Current

Discipline: Mobile Devices

Technology Area: Data Synchronization

Product Component	Notes	PhaseName
Intellisync	Runs on Desktop	Current

Technology Area: Handheld Devices

Product Component	Notes	PhaseName
Pocket PC 2002	Runs on Other	Obsolete
RIM Blackberry (Data & Push-to-Talk)	Runs on Other	Current
RIM BlackBerry (Data Only)	Runs on Other	Current
RIM Blackberry (Data Telephony)	Runs on Other	Current
Windows Mobile 2003 for Pocket PC	Runs on Other	Twilight

Discipline: Web Publishing

Technology Area: Web Publishing

Product Component	Notes	PhaseName
Adobe Acrobat	Runs on Desktop	Current
Adobe Contribute	Runs on Windows	Current
Adobe Dreamweaver	Runs on Desktop	Current
Adobe Fireworks	Runs on Desktop	Current
Adobe Flash	Runs on Desktop	Current
FrontPage	Runs on Desktop	Obsolete

Technology Architecture Product Standards

Domain: Data

Discipline: Data Access

Technology Area: Database Middleware

Product Component	Notes	PhaseName
DB2 Connect Client	Runs on Solaris, Linux, Windows, Des	Current
DL/2	Runs on z/OS	Current
Open Text LiveLink ECM (formerly Hummingbird BI/	Runs on z/OS, Desktop	Twilight

Discipline: Data Management

Technology Area: Data Backup/Recovery

Product Component	Notes	PhaseName
Various DB utilities		Current

Technology Area: Data Movement

Product Component	Notes	PhaseName
Connect: Direct	Runs on z/OS, Desktop	Current
FTP		Current
IBM Move for DB2	Runs on z/OS	Current
IMS CDC	Runs on z/OS	Current
MVS/Expedite	Runs on z/OS	Current
Oracle Enterprise Grid Control		Current
Oracle Enterprise Manager Database Control		Current
Quest Toad	Runs on Desktop	Current
RC/Migrator for DB2 for z/OS 6.1.6	Runs on z/OS	Current
RC/Update for DB2 for z/OS 6.1.6	Runs on z/OS	Current
Secure FTP		Current
SQL Server Management Studio	SQL Server Management Studio is a t	Current
XCOM	Runs on z/OS, Desktop	Current

Technology Area: Data Quality

Technology Architecture Product Standards

Technology Area: Data Translator

Product Component	Notes	PhaseName
EC Gateway	Runs on Solaris	Current
ECMap	Runs on Desktop	Current
ECRTP	Runs on Solaris, Desktop	Current
EDI Server	Runs on Solaris	Current

Technology Area: Extract, Transform, and Load

Product Component	Notes	PhaseName
Talend Open Studio		Current

Technology Area: Repository for Data Management

Discipline: Database Storage

Technology Area: Database Change Management

Product Component	Notes	PhaseName
RC/Migrator for DB2 for z/OS 6.1.6	Runs on z/OS	Current
RC/Update for DB2 for z/OS 6.1.6	Runs on z/OS	Current

Technology Area: Database Management System

Product Component	Notes	PhaseName
DB2 Universal Database (UDB) for z/OS 7.1	Runs on z/OS	Obsolete
DB2 Universal Database (UDB) for z/OS 8.1	Runs on z/OS	Current
DB2 Universal Database (UDB) for z/OS 9	Runs on z/OS	Emerging
DSIMS (IMS) 6.1.6	Runs on z/OS	Current
IMS DB for OS/390	Runs on z/OS	Twilight
Informix	Runs on Solaris	Twilight
Microsoft Access	Runs on Desktop	Current
Microsoft SQL Server 2000	Runs on Windows	Twilight
Microsoft SQL Server 2005	Runs on Windows	Current
Microsoft SQL Server 2008	Runs on Windows	Emerging
Oracle (32-bit) 10g	Runs on Solaris, Linux, Windows, Des	Current
Oracle (32-bit) 7.3.4	Runs on Solaris, Linux, Windows, Des	Obsolete

Oracle (32-bit) 8.0	Runs on Solaris, Linux, Windows, Des	Obsolete
Oracle (32-bit) 8i	Runs on Solaris, Linux, Windows, Des	Twilight
Oracle (32-bit) 9i	Runs on Solaris, Linux, Windows, Des	Twilight
Oracle (64-bit) 10g	Runs on Solaris, Linux, Windows, Des	Current
Oracle (64-bit) 7.3.4	Runs on Solaris, Linux, Windows, Des	Obsolete
Oracle (64-bit) 8.0	Runs on Solaris, Linux, Windows, Des	Obsolete
Oracle (64-bit) 8i	Runs on Solaris, Linux, Windows, Des	Twilight
Oracle (64-bit) 9i	Runs on Solaris, Linux, Windows, Des	Twilight

Technology Area: Database Monitoring

Product Component	Notes	PhaseName
Database Analyzer (DB2) 2.6.6	Runs on z/OS	Current
Savant (for Oracle)	Runs on Desktop	Current
The Monitor for DB2	Runs on z/OS	Current
The Monitor for IMS (TMON/IMS)	Runs on z/OS	Current

Discipline: Database Structure

Technology Area: Data Modeling / Database Design

Product Component	Notes	PhaseName
CA Erwin Modeling Suite 4.1.4	Runs on Desktop	Current
Oracle Designer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Designer 4.5	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Designer 6i	Runs on Solaris, Windows, Desktop	Twilight
Oracle Designer 9i	Runs on Solaris, Windows, Desktop	Twilight
PowerDesigner (formerly Data Architect)	Runs on Desktop	Current

Technology Architecture Product Standards

Domain: Information

Discipline: Business Intelligence

Product Components	Phase
Microsoft SQL Server Analysis Services	Current

Technology Area: Data Analysis

Product Component	Notes	PhaseName
MicroStrategy Desktop	Runs on Desktop	Current
MicroStrategy Desktop 7.5.3	Runs on Desktop	Twilight
MicroStrategy Intelligence Server	Runs on Windows	Current
MicroStrategy Intelligence Server 7.5.3	Runs on Windows	Twilight
MicroStrategy Narrowcast Server	Runs on Windows	Current
MicroStrategy Narrowcast Server 7.5.3	Runs on Windows	Twilight
MicroStrategy Web Server	Runs on Windows	Current
MicroStrategy Web Server 7.5.3	Runs on Windows	Twilight
Oracle Discoverer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Discoverer 4.1	Runs on Solaris, Windows, Desktop	Twilight
Oracle Discoverer 9i	Runs on Solaris, Windows, Desktop	Twilight

Technology Area: Data Mining

Technology Area: Information Delivery

Product Component	Notes	PhaseName
TriTek Report Data Exchange		Current

Technology Area: Query/Reporting

Product Component	Notes	PhaseName
Base SAS	Runs on z/OS, Solaris, Desktop	Current
Business Objects Crystal Reports Server 2008 v.11 (f	Runs on Desktop	Current
CA Easytrieve Plus	Runs on z/OS	Current
Crystal Reports		Current
Datavantage	Runs on z/OS	Current

File-AID/IMS	Runs on z/OS	Current
Microsoft SQL Server Reporting Services 2005	Runs on Windows	Current
Monarch	Runs on Desktop	Current
Open Text LiveLink ECM (formerly Hummingbird BI/	Runs on z/OS, Desktop	Twilight
Oracle Discoverer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Discoverer 4.1	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Discoverer 9i	Runs on Solaris, Windows, Desktop	Twilight
Oracle Reports 4.5	Runs on Desktop	Obsolete
Oracle Reports 6i	Runs on Desktop	Twilight
Oracle Reports 9i and 10g	Runs on Desktop	Current
QMF 6.1	Runs on z/OS	Current
RC/Update 6.1.6	Runs on z/OS	Current
SAS/STAT	Runs on z/OS, Solaris, Windows, Des	Current
SQR	Runs on Solaris	Obsolete

Discipline: Geographic Information Systems (GIS)

Technology Area: Data Server

Product Component	Notes	PhaseName
ArcGIS Engine	Runs on Solaris, Linux, Windows, Des	Current
ArcGIS Server 9.2		Current
ArcIMS	Runs on Solaris, Windows	Current
ArcIMS 3.x	Runs on Solaris, Windows	Obsolete
ArcIMS 8.x	Runs on Solaris, Windows	Twilight
ArcIMS 9.2	Runs on Solaris, Windows	Twilight
MapObjects		Twilight

Technology Area: Desktop Client

Product Component	Notes	PhaseName
ArcGIS Explorer	Runs on Desktop	Current
ArcInfo 3.x	Runs on Windows, Desktop	Obsolete
ArcInfo 8.x	Runs on Windows, Desktop	Twilight
ArcInfo 9.2	Runs on Windows, Desktop	Current
ArcView	Runs on Desktop	Current

Technology Architecture Product Standards

Technology Area: PDA Client

Product Component	Notes	PhaseName
ArcPad 5.x		Obsolete
ArcPad 6.x		Twilight
ArcPad 7.1		Current

Discipline: Message Integration

Technology Area: Message Integration

Technology Architecture Product Standards

Domain: Network

Discipline: Cabling

Technology Area: LAN Cabling

Product Component	Notes	PhaseName
Cat 5		Obsolete
Cat 6, Fiber Optic 62.5/125 Multimode		Twilight
Cat 6a		Emerging
Fiber Optic 50/125 Multimode		Current
Single Mode Fiber Full Spectrum		Current

Technology Area: SNA Cabling

Product Component	Notes	PhaseName
Cat 6, 25-pin EIA		Twilight
Cat 7		Twilight
RG-62, Coaxial Cable		Obsolete

Technology Area: Video Cabling

Product Component	Notes	PhaseName
Cat 6		Current
Cat 7		Twilight
RG-6 Coax, RG-11 Coax		Current

Technology Area: Voice Cabling

Product Component	Notes	PhaseName
Cat 3		Obsolete
Cat 5		Obsolete
Cat 6		Current
Cat 7		Twilight

Technology Area: WAN Cabling

Technology Architecture Product Standards

Product Component	Notes	PhaseName
Cat 6, Fiber Optic 62.5/125 Multimode		Twilight
Cat 6a		Emerging
Fiber 50/125 Multimode Laser Optimized		Current
Fiber Optic Single Mode		Current
Single Mode Fiber Full Spectrum		Current

Discipline: LAN

Technology Area: Adaptors

Product Component	Notes	PhaseName
Ethernet		Current
Token Ring		Obsolete

Technology Area: File Access and Transfer Service

Product Component	Notes	PhaseName
Attachmate Extra Enterprise 2000 (formerly Attach	Runs on Desktop	Current
FTP	Runs on z/OS, Solaris, Linux, Window	Current
XCOM	Runs on z/OS, Desktop	Current

Technology Area: Hubs/Switches

Product Component	Notes	PhaseName
Cisco	Runs on Windows	Current
Juniper SRX Series		Current
Nortel		Current

Technology Area: LAN Protocol

Product Component	Notes	PhaseName
TCP/IP	Runs on z/OS, Solaris, Netware, Win	Current

Technology Area: Monitoring

Product Component	Notes	PhaseName
Network Associates Sniffer Suite		Current

Technology Area: Secure File Transfer Protocol and Service

Technology Architecture Product Standards

Technology Area: Wireless LAN

Product Component	Notes	PhaseName
Aruba	Runs on Other	Current

Discipline: SNA

Technology Area: SNA Backbone Transport

Product Component	Notes	PhaseName
DACS Switches		Twilight
T1		Twilight
T3 Channels		Twilight

Technology Area: SNA Protocol

Product Component	Notes	PhaseName
DLSw		Twilight
SNA-SDLC		Twilight

Discipline: Video

Technology Area: CSU/DSU

Product Component	Notes	PhaseName
Adtran		Obsolete
Paradyne		Obsolete

Technology Area: Document Camera

Product Component	Notes	PhaseName
Cannon		Current
Elmo		Current

Technology Area: Modems

Product Component	Notes	PhaseName
MultiTech		Obsolete

Technology Area: Telemedicine Peripherals

Product Component	Notes	PhaseName
AMD		Current

Technology Area: Video Bridge

Product Component	Notes	PhaseName
Polycom		Current
Video Accord		Twilight
Vtel		Obsolete

Technology Area: Video Circuit/Carrier

Product Component	Notes	PhaseName
ISDN/BRI		Current
ISDN/PRI		Current
T-1		Current

Technology Area: Video CODEC

Product Component	Notes	PhaseName
Polycom		Current
Tandberg		Current

Technology Area: Video Protocol

Product Component	Notes	PhaseName
H.320		Twilight
H.323		Current

Technology Area: Video Switches

Product Component	Notes	PhaseName
Cisco	Runs on Windows	Current
Initia		Obsolete
Nortel		Current

Discipline: Voice

Technology Area: Business Lines

Product Component	Notes	PhaseName
1FB		Current

Technology Area: Commercial C/O Service

Product Component	Notes	PhaseName
Centrex		Current

Technology Area: IP Telephony

Product Component	Notes	PhaseName
Cisco Unified Communications Solutions		Current

Technology Area: PBX Trunks

Product Component	Notes	PhaseName
ISDN/PRI		Current

Technology Area: Voice Backbone Transport

Product Component	Notes	PhaseName
Electronic Tandem Network (ETN)		Twilight

Discipline: WAN

Technology Area: Network Monitoring/Management

Product Component	Notes	PhaseName
Cisco Works 2000	Runs on Solaris	Current
DDNS	Runs on Solaris	Current
DHCP	Runs on Solaris	Current
F5 (Recap)	This is an Application Delivery Contr	Current
Juniper SRX Series		Current
MRTG	Runs on Solaris	Current
NAT		Current
Remedy	Runs on Solaris	Current
SNIPS	Runs on Solaris	Current
Solarwinds Orion Network Configuration Manager		Current

Technology Area: Routing Equipment

Product Component	Notes	PhaseName
Juniper SRX Series		Current

Technology Area: WAN Carrier/Circuit

Product Component	Notes	PhaseName
ATM		Twilight
DS1		Current
DS3, OC3		Current
DSL		Current
Frame Relay		Twilight
ISDN		Current
SMDS/CDS		Obsolete

Technology Area: WAN Protocol

Product Component	Notes	PhaseName
BGP		Current
IPX		Twilight
MPLS		Current
OSPF		Current
PPP		Current
TCP/IP	Runs on z/OS, Solaris, Netware, Win	Current

Technology Area: WAN URL Filtering

Discipline: Wireless Data Tele-Communications

Technology Area: Wireless Protocol

Product Component	Notes	PhaseName
802.11A		Current
802.11B		Current
802.11G		Current
802.11I		Current
802.11N		Emerging
802.1X		Current

Technology Architecture Product Standards

Technology Area: Wireless Transport

Product Component	Notes	PhaseName
2.4 GHz		Current
5 GHz		Current
5.8 GHz		Emerging

Technology Architecture Product Standards

Domain: Platform

Discipline: Environments

Technology Area: Environment

Discipline: Hardware

Technology Area: Hardware

Product Component	Notes	PhaseName
IBM (zSeries compatible)	Runs on z/OS	Current
Intel/AMD (formerly X86) (formerly Intel)	Runs on Linux, Netware, Windows, D	Current
Solaris SPARK	Runs on Solaris	Current
Solaris SPARK 2.7	Runs on Solaris	Twilight
Solaris SPARK 2.8	Runs on Solaris	Twilight

Discipline: Host Communications

Technology Area: Host Communications

Product Component	Notes	PhaseName
ACF/NCP (Network Control Program)	Runs on z/OS	Obsolete
ACF/VTAM (telecommunications access)	Runs on z/OS	Current
Attachmate Extra Enterprise 2000 (formerly Attach	Runs on Desktop	Current
Host on Demand (HOD) +	Runs on z/OS, Windows, Desktop	Twilight
Personal Communications (formerly IBM Personal C	Runs on Desktop	Obsolete
RJE	Runs on z/OS, Solaris, Desktop	Current
TCP/IP	Runs on z/OS, Solaris, Netware, Win	Current
TN-3270 (formerly PC3270)	Runs on z/OS	Current
XCOM	Runs on z/OS, Desktop	Current

Discipline: Operating Systems

Technology Area: Application/Database Server Operating System

Technology Architecture Product Standards

Product Component	Notes	PhaseName
CITRIX	Runs on Windows	Current
Netware 6	Runs on Netware	Obsolete
Netware 6.5	Runs on Netware	Current
Netware Client 4.91 SP2	Runs on Netware	Current
Red Hat Linux 4.5	Runs on Other	Current
Red Hat Linux 5	Runs on Other	Current
Solaris SPARC compatible 2.10	Runs on Solaris	Current
Solaris SPARC compatible 2.6	Runs on Solaris	Twilight
Solaris SPARC compatible 2.7	Runs on Solaris	Twilight
Solaris SPARC compatible 2.8	Runs on Solaris	Twilight
Suse Linux Enterprise Server		Twilight
Vmware 3.02	Runs on Netware, Windows	Current
Vmware 3.5.1	Runs on Netware, Windows	Emerging
Windows 2000 Server	Runs on Windows	Twilight
Windows 2000 Workstation	Runs on Desktop	Twilight
Windows 2003 Server R2	Runs on Windows	Current
Windows 2008 Server R2		Current
Windows 7		Current
Windows NT Server	Runs on Windows	Obsolete
Windows NT Workstation	Runs on Desktop	Obsolete
Windows XP Professional SP2	Runs on Desktop	Twilight
Windows XP Professional SP3	Runs on Desktop	Current
z/OS 1.7	Runs on z/OS	Current
z/OS 1.9	Runs on z/OS	Emerging

Technology Area: File Services

Product Component	Notes	PhaseName
Netware 6	Runs on Netware	Obsolete
Netware 6.5	Runs on Netware	Current
Windows File Services		Current

Technology Area: Handheld Devices Operating Systems

Technology Architecture Product Standards

Product Component	Notes	PhaseName
Pocket PC 2002	Runs on Other	Obsolete
RIM Blackberry (Data & Push-to-Talk)	Runs on Other	Current
RIM BlackBerry (Data Only)	Runs on Other	Current
RIM Blackberry (Data Telephony)	Runs on Other	Current
Windows Mobile 2003 for Pocket PC	Runs on Other	Obsolete

Discipline: Platform Configuration

Technology Area: Platform Configuration

Technology Architecture Product Standards

Domain: Security

Discipline: Access Control

Technology Area: Database

Product Component	Notes	PhaseName
Local User Database		Current

Technology Area: System

Product Component	Notes	PhaseName
Operating System Security		Current
UNIX Operating System Security	Runs on Solaris	Current

Discipline: Authentication

Technology Area: Authentication Protocol

Product Component	Notes	PhaseName
Kerberos		Current

Technology Area: Certificates

Product Component	Notes	PhaseName
Entrust	Runs on Solaris, Windows, Desktop	Current
Microsoft Certificate Server	Runs on Windows	Current

Technology Area: Mainframe

Product Component	Notes	PhaseName
Resource Access Control Facility (RACF) Security	Runs on z/OS	Current

Technology Area: Public Key Encryption

Product Component	Notes	PhaseName
DSA	Runs on Solaris, Windows, Desktop	Current
Rivest, Shamir, Adelman Algorithm (RSA)	Runs on Solaris, Windows, Desktop	Current

Technology Area: Public Key Infrastructure

Product Component	Notes	PhaseName
Entrust	Runs on Solaris, Windows, Desktop	Current

Technology Area: Symmetric Key Encryption

Product Component	Notes	PhaseName
Advanced Encryption Standard (AES)	Runs on z/OS, Solaris, Netware, Win	Current
Triple Data Encryption Standard (DES) and (3DES)	Runs on z/OS, Solaris, Netware, Win	Current

Technology Area: VPN

Product Component	Notes	PhaseName
Check Point VPN-1	Runs on Solaris, Windows, Desktop	Current
Cisco Secure Remote Access	Runs on Windows	Current
Juniper SRX Series		Current
Microsoft PPTP	Runs on Windows, Desktop	Twilight

Discipline: Authorization

Technology Area: Directory

Product Component	Notes	PhaseName
eDirectory (formerly NDS Directory 6/26/1998)	Runs on Netware, Windows	Current
Microsoft Active Directory	Runs on Windows	Current
Oracle Internet Directory	Runs on Solaris, Windows	Emerging

Discipline: Compliance Policies

Technology Area: Anti-Spam

Product Component	Notes	PhaseName
Secure Computing CipherTrust IronMail	Runs on Other	Current

Technology Area: Firewall

Product Component	Notes	PhaseName
Check Point Firewall-1	Runs on Solaris, Desktop	Current
Cisco PIX	Runs on Windows	Current
Juniper SRX Series		Current

Technology Architecture Product Standards

Technology Area: Intrusion Detection

Product Component	Notes	PhaseName
Cisco MARS		Current
Cisco SIMS	Runs on Windows	Obsolete
Juniper SRX Series		Current
RealSecure	Runs on Windows	Current

Technology Area: Log-in

Product Component	Notes	PhaseName
Microsoft Windows Logon (formerly NT Logon)	Runs on Windows, Desktop	Current
Power-on Passwords	Runs on Desktop	Current
RC/Secure (DB2)	Runs on z/OS	Current
Screen Saver with password	Runs on Netware, Windows, Deskto	Current

Technology Area: URL Filtering

Product Component	Notes	PhaseName
Websense	Runs on Windows	Current

Technology Area: Virus Protection

Product Component	Notes	PhaseName
Symantec AntiVirus	Runs on Netware, Windows, Deskto	Current

Discipline: Data Confidentiality and Integrity

Technology Area: Disk Eraser

Product Component	Notes	PhaseName
KillDisk 4.1	Runs on Windows, Desktop	Current

Technology Area: Encryption Controls

Product Component	Notes	PhaseName
Entrust Entelligence		Current
Microsoft Encrypted File Service (EFS)	Runs on Windows, Desktop	Current

Technology Area: Message Digest/Signing

Technology Architecture Product Standards

Discipline: Encryption

Technology Area: Hash Functions

Product Component	Notes	PhaseName
SHA-1	Runs on Solaris, Windows, Desktop	Current
SHA-256	Runs on Solaris, Windows, Desktop	Current
SHA-384	Runs on Solaris, Windows, Desktop	Current
SHA-512	Runs on Solaris, Windows, Desktop	Current

Technology Architecture Product Standards

Domain: Systems Management

Discipline: Access Management

Technology Area: Internet Access

Product Component	Notes	PhaseName
Host on Demand (HOD) +	Runs on z/OS, Windows, Desktop	Twilight

Technology Area: TP Monitors

Product Component	Notes	PhaseName
CICS	Runs on z/OS	Current
IMS/DC	Runs on z/OS	Current
Roscoe	Runs on z/OS	Current
TSO	Runs on z/OS	Current

Discipline: Asset and Configuration Management

Technology Area: CMDB

Product Component	Notes	PhaseName
BMC Configuration Management		Current

Technology Area: Discovery and Inventory

Product Component	Notes	PhaseName
EMC Smarts Application Discovery Manager		Current
Novell ZENWorks	Runs on Netware, Desktop	Current
Novell ZENWorks v10		Emerging

Technology Area: Repository for Asset Management

Product Component	Notes	PhaseName
BMC Remedy Asset Management Application	Runs on Solaris	Current
BMC Remedy Asset Management Application 7.1	Runs on Solaris	Emerging

Discipline: Change Management

Technology Area: Change Management

Technology Architecture Product Standards

Product Component	Notes	PhaseName
BMC Remedy Change Management	Runs on Solaris, Desktop	Current

Discipline: Continuous Service Improvement

Technology Area: Service Improvement

Technology Area: Service Measurement

Technology Area: Service Reporting

Discipline: Data Storage

Technology Area: Network Attached Storage (NAS)

Technology Area: Storage Area Network (SAN)

Technology Area: Storage Management

Product Component	Notes	PhaseName
CA-1	Runs on z/OS	Current
SAMS/Allocate	Runs on z/OS	Current
SAMS/Vantage	Runs on z/OS	Current
SMS	Runs on z/OS	Current

Discipline: Event Management

Technology Area: Job Management

Product Component	Notes	PhaseName
CA AutoSys	Runs on Solaris, Linux, Windows	Current
CA11 Mainframe		Current
CA7 Mainframe		Current

Technology Area: Performance Tuning

Product Component	Notes	PhaseName
HP OpenView	Runs on z/OS	Current
IBM Netview	Runs on z/OS	Current
Insite Manager	Runs on Netware, Windows	Current

Optivity	Runs on Solaris	Current
The Monitor for IMS (formerly TMON/IMS until 1/1	Runs on z/OS	Current
TMON/CICS	Runs on z/OS	Current
TMON/DB2 3.3	Runs on z/OS	Current
TMON/MVS	Runs on z/OS	Current

Discipline: Help Desk and Problem Management

Technology Area: Help Desk/Problem Management

Product Component	Notes	PhaseName
BMC Remedy Action System 6	Runs on Solaris	Current

Discipline: Incident Management

Technology Area: Incident Management

Discipline: Middleware Management

Technology Area: Middleware Management

Product Component	Notes	PhaseName
Jboss Operations Network (JON)		Current

Discipline: Operations Management

Technology Area: Backup/Retrieval

Product Component	Notes	PhaseName
ArcServe	Runs on Netware, Windows	Current
FDR	Runs on z/OS	Current
HSM	Runs on z/OS	Current
Veritas NetBackup 5.1	Runs on Solaris, Linux, Windows	Twilight
Veritas NetBackup 6.1	Runs on Solaris, Linux, Windows	Current
Veritas NetBackup 6.5	Runs on Solaris, Linux, Windows	Emerging

Discipline: Release and Deployment Management

Technology Area: Release and Deployment Management

Technology Architecture Product Standards

Technology Area: Software Distribution

Product Component	Notes	PhaseName
Novell ZENWorks	Runs on Netware, Desktop	Current
Novell ZENWorks v10		Emerging

Discipline: Request Fulfillment

Technology Area: Request Fulfillment

Discipline: Service/Business Continuity

Technology Area: Business Resumption

Technology Area: Disaster Recovery

Product Component	Notes	PhaseName
Paradigm Systems International OpsPlanner	Disaster Recovery Planning Software	Current

Discipline: Training

Technology Area: Computer Based Training

Product Component	Notes	PhaseName
Phoenix	Runs on z/OS	Twilight

Technology Area: Web Based Training

Product Component	Notes	PhaseName
Adobe Authorware		Current