



## Comprehensive Infrastructure Agreement Amendment Approval Form

**Contract Between:**

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

and

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

<b>Contract Number</b>	VA-051114-NG
<b>Change Control Number</b>	27
<b>Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules</b>	Sections 3.2.3, 6.4.1, 6.5, 27.5
<b>Description of Approved Contract Change – Provide a brief description of contract change</b>	This changes the Point of Contact in the sections above from NG Relationship Manager to NG Contracts Manager.



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

**Sections 3.2.3, 6.4.1, 6.5, and 27.5 of the Agreement is hereby modified as follows:**

### **3.2.3 Transition Plan**

The Transition Plan, an initial version of which is attached as Schedule 3.2 hereto, sets forth a number of tasks, activities, and projects to be completed by Vendor, for the benefit of the Commonwealth, between the Effective Date and such times on or after the Service Commencement Date as all Systems and Services have been successfully transitioned to Vendor. In order to achieve the timely and seamless transition of the Systems and the Services to Vendor, the Transition Plan sets forth the particular party responsible for the completion of each listed task, activity, and project and the date by which such completion shall occur. Within ninety (90) days after the Effective Date, Vendor shall develop to the satisfaction of the Commonwealth, a refined version of the Transition Plan. The tasks, activities, and projects described in the Transition Plan include specific technology development, installation, and procurement activities, and the development and implementation of Vendor's operational and change-control processes for the IT environment at the Locations. Vendor's Contracts Manager shall provide the Commonwealth's Relationship Manager with a written update as to the status and progress of the activities described in the Transition Plan at least weekly, commencing with the Effective Date and continuing until all such Transition Plan activities have been successfully completed.

### **6.4.1 General**

If the Commonwealth requires the performance of Services that are within the scope of Services described in this Agreement and the Statements of Work, but that are not then being performed by Vendor, the Commonwealth's Commercial Manager shall deliver to the Vendor's Contracts Manager a written In-Scope Work Request that describes the Services that the Commonwealth desires to be performed, with sufficient detail to enable Vendor to readily understand and comprehend such request. Upon receipt of such an In-Scope Work Request, Vendor shall promptly take all necessary and appropriate action to perform the requested Services in accordance with such In-Scope Work Request (or, if no timetable for performance is specified therein, as soon as commercially reasonable), keeping the Commonwealth reasonably apprised of the status of such performance and notifying the Commonwealth of when such In-Scope Work Request has been fulfilled or if any problems are encountered. If Vendor receives an In-Scope Work Request with regard to which there is some question or problem that prevents Vendor from complying with the procedure described above in this Section 6.4.1, then Vendor shall promptly contact, and discuss the matter appropriately with, the Commonwealth's Commercial Manager. The Parties understand and agree that all work requested in an In-Scope Work Requests shall be within the scope of the Services and the Fees set forth in Schedule 10.1 hereto. The Parties shall also maintain a mutually agreed-upon change management procedure, which shall be included in the Procedures Manual.

### **6.5 Out-of-Scope Work Requests**

Subject to the Commonwealth's procurement policies, rules and regulations ("Procurement Rules"), if the Commonwealth requires the performance of services that are not within the scope of Services described in this Agreement, and the Commonwealth does not deem it appropriate to designate such services as an Initiative, in accordance with this Agreement, the Commonwealth's Commercial Manager shall deliver to the Vendor's Contracts Manager an Out-of-Scope Work Request for a proposal to implement such change, specifying the proposed change with sufficient detail to enable Vendor to evaluate it. The Procurement Rules shall guide the Parties' actions with respect to Out-of-Scope Work Requests that are subject to such rules. In the event that an Out-of-Scope Work request is not subject to the Commonwealth's Procurement Rules, within five (5) business days (or, if the requested change cannot reasonably be evaluated within such time period, then such longer period of time as mutually agreed by the Parties) after the date of such request, Vendor shall provide the Commonwealth with a written evaluation of such Out-of-Scope Work Request and a written proposal containing, at a minimum, the following: (i) reasonably detailed specifications, implementation plans (with implementation to commence not later than thirty (30) days after the Commonwealth's approval (if any) of such Out-of-Scope Work Request, unless otherwise mutually agreed by the Parties), work schedules, timeframes for performance, and acceptance criteria; and (ii) a firm price quote of the fees that Vendor would charge to implement such Out-of-Scope Work Request, whether on a time-and-materials basis, at the hourly rates set forth in Schedule 10.1 for the applicable job classifications of the Vendor Personnel that would be performing the Services necessary for such implementation (the "Hourly Rates"). The proposal shall constitute Vendor's firm offer, irrevocable for ten (10) business days (or such longer period as required by such proposal, the "Response Period"), to perform such services as described in such proposal upon the terms and conditions set forth therein. Prior to the expiration of the Response Period, the Commonwealth's Commercial Manager, shall notify Vendor in writing if the Commonwealth elects to accept Vendor's proposal and proceed with implementation of the Out-of-Scope Work Request upon the terms and conditions set forth therein (any such notice, a "Notice to Proceed"). If, within the Response Period, the Commonwealth gives notice to Vendor not to proceed, or fails to give any notice to Vendor, then Vendor's proposal shall be deemed rejected and the Out-of-Scope Work Request shall be deemed withdrawn, and Vendor shall take no further action with respect to either. Upon the Commonwealth's issuance of a Notice to Proceed during the Response Period, as described above, Vendor's proposal shall be deemed accepted by the Commonwealth and the terms and conditions thereof (as modified by written mutual agreement of the Parties in negotiations prior to issuance of such Notice to Proceed) shall be deemed to constitute such Out-of-Scope Work Request. Notwithstanding the foregoing, no Out-of-Scope Work Request, proposal, or Notice to Proceed shall become binding upon either the Commonwealth or Vendor, and the Commonwealth shall not be obligated to pay Vendor for any Services described in, or performed pursuant to, any such documents, unless and until the applicable Out-of-Scope Work Request related to a Notice to Proceed issued in accordance with the provisions of this Section 6.5 is signed by a duly authorized representative of each Party. All Out-of-Scope Work Requests shall be governed by the terms and conditions of this Agreement except as expressly specified otherwise by the terms of such Out-of-Scope Work Request. Out-of-Scope Work Requests must be executed by authorized representatives of the Parties to be valid.

## **27.5 Amendments**

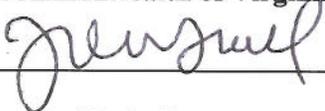
Except as expressly provided herein, this Agreement may not be modified or amended except by written document duly executed by authorized representatives of both of the Parties hereto. No other act, document, usage or custom shall be deemed to amend or modify this Agreement. If either Party desires to amend this Agreement, the Parties shall deliver the request to the designated point of contact; herein listed as the Commonwealth's Commercial Manager and Vendor's Contracts Manager. The requesting Party shall submit a written request for an amendment (an "Amendment Request"), specifying the requested amendment with sufficient details to enable the other Party to reasonably evaluate it. Within five (5) business days after the date of receipt of such Amendment Request (unless the scope of the amendment is such that it cannot reasonably be evaluated in five (5) business days through the use of all commercially reasonable efforts, in which case within a reasonable time thereafter), the receiving Party shall provide the requesting Party with a written response as to whether the requesting Party's proposed amendment is acceptable. If, in such response, the receiving Party indicates that the requesting Party's proposed amendment is acceptable, the Parties shall promptly and duly execute a written document evidencing such amendment and this Agreement shall be amended in accordance with the terms of such written document.

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

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

**Executed by:**

**The Commonwealth of Virginia**

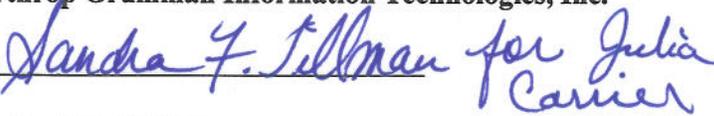
By: 

Name: Fred Duball

Title: SMO Director

Date: 11/30/2006

**Northrop Grumman Information Technologies, Inc.**

By: 

Name: Julia Carrier

Title: Contracts Manager

Date: 11/28/06