



Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Between:

Northrop Grumman Corporation
Information Systems
Civil Systems Division
Meadowville Technology Park
11751 Meadowville Lane
Chester, VA 23836

and

The Commonwealth of Virginia
11751 Meadowville Lane
Chester, VA 23836

Contract Number	VA-051114-NG
Amendment Number	66
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	Section 5.5.1 to Schedule 10.1
Description of Approved Contract Change – Provide a brief description of contract change	The following change is made to add payment terms for costs associated with International Audio and Data Conferencing to the Services of the Comprehensive Infrastructure Agreement.



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

The following paragraphs of Section 5.5.1 to Schedule 10.1 of the CIA are hereby modified as follows:

5.5.1 Administrative Burden Fees

The Commonwealth may request that Vendor purchase goods or services (including assets, training, certificates, and licenses) that are different from or in addition to the Services as described in Section 3.1.1 of the Agreement or the standards described in Schedule 3.3. Vendor's proposals to provide all such commodities and additional services shall quote Resource Unit Rates whenever applicable. Whenever possible, Vendor will work with the Commonwealth to obtain subcontract labor at the rates available to the Commonwealth under its contingent labor contracts. For the provision of such goods and services, in addition to the costs for such goods and services, the following Fees apply: (a) an administrative burden equal to 7% of Vendor's costs, including shipping, for commodities not contained as part of a Resource Unit, and (b) an administrative burden equal to 7%, plus an additional 3% of the reasonable, actually incurred, and documented out-of-pocket costs required in order to provide an Eligible Customer with a Service that it is not already receiving or an increase quantity to an already delivered Service. Such costs include only those Vendor costs in excess of the costs that would be incurred by Vendor to provide the Services as outlined in Section 3 of the Agreement and all associated Schedules, which may include both recurring and non-recurring costs. The Administrative Burden Fee identified in subsection (b) shall only be applied to costs where administrative or engineering activities are required in addition to traditional procurement activities. The Administrative Burden Fees identified in (a) and (b) of the previous sentence will not be applied to sales tax or Resource Unit Rates, including IMACs and Hourly Rates, nor will such Fees count against the applicable Overall Fee Limitation. For purposes of International Audio and Data Conferencing, the reasonable, actually incurred and documented out-of-pocket costs required in order to provide Eligible Customers with this service will be subject to the Administrative Burden Fees identified in subsection (a) only. Where Vendor provides any such non-standard asset that is a "premium" asset to which Vendor's base cost for the "standard" asset can be applied, the Commonwealth will receive a credit for the cost of the standard asset that shall be applied before the Administrative Burden Fee is calculated. Examples of commodities subject to the Administrative Burden Fee are contained in Attachment 10.1.13 to Schedule 10.1.

For the purposes of this Schedule, the term administrative burden reflects a portion of Vendor's direct and indirect expenses documented in accordance with Vendor's established cost accounting standards and accounting practices.

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: Perry Pascual

Name: Perry Pascual

Title: Customer Services, Project
Management Organization

Date: 8/3/2011

Northrop Grumman Systems Corporation

By: George Vintich

for Name: Timothy Rigney

Title: Director of Contracts

Date: 7/29/11