



## 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>	3
<b>Section(s) of CIA Referenced</b> – Identify section(s) of CIA modified, including Attachments and Schedules	Section 12.0 of Schedule 10.1
<b>Description of Approved Contract Change</b> – Provide a brief description of contract change	Modification of denominator in COLA formula.

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

**Section 12.0 of Schedule 10.1 is hereby modified as follows:**

**12.0 Cost of Living Adjustment (COLA)**

The Vendor shall notify the Commonwealth whether current costs have increased or decreased from those in effect on September 30, 2006 based upon reporting of the Employment Cost Index (ECI), Wages and Salaries, Professional and Technical Workers (ECIWSPWP&TNS) for the Richmond, Virginia MSA as reported by Global Insights (formerly DRI-WEFA), or another third party mutually agreed to by the Parties. This reporting shall be made at least 60 days and not more than 90 days prior to the annual anniversary of the contract execution. The notice shall include the Vendor's proposal for an adjustment in Fees and supporting data explaining the requested adjustment.

Promptly after receiving the notice and supporting data, but not later than the annual anniversary of the contract execution, the Commonwealth and Vendor shall negotiate and execute a contract modification adjusting the Fees specified in this Schedule effective on the anniversary date.

This adjustment shall be calculated for the Fees specified in Attachments 10.1.5 (Post-Transition Fees – Fixed Recurring Fees and Resource Unit Rates), 10.1.7 (Post-Transition Fees – Additional Resource Charge Rates), and 10.1.8 (Post-Transition Fees – Reduced Resource Credit Rates) according to the following formula:

$$Fees_{Adjusted} = Fees_{PriorPeriod} \times \left[ 1 + 35\% \times \frac{(EmploymentCostIndex_{Current} - EmploymentCostIndex_{September\ 2006})}{EmploymentCostIndex_{September\ 2006}} \right]$$

This adjustment shall be calculated for the Fees specified in Attachment 10.1.9 (Hourly Rates) according to the following formula:

$$Fees_{Adjusted} = Fees_{PriorPeriod} \times \left[ 1 + 100\% \times \frac{(EmploymentCostIndex_{Current} - EmploymentCostIndex_{September\ 2006})}{EmploymentCostIndex_{September\ 2006}} \right]$$

Such adjustment shall not apply to any services that are required to be delivered or performed before the effective date of the adjustment, unless the Vendor's failure to deliver or perform according to the delivery schedule results from causes beyond the Vendor's control and without its fault or negligence.

**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: 7/2/2000

**Northrop Grumman Information Technologies, Inc.**

By: \_\_\_\_\_

Name: Julia Carrier

Title: Contracts Manager

Date: 6/30/06