



Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Between:

Northrop Grumman Information Technology, Inc.
7575 Colshire Drive
McLean, Virginia 22109-7508

and

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

Contract Number	VA-051114-NG
Change Control Number	30
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	Section 10.16 (New), Table 13 of Appendix 4 to Schedule 3.3, Section 4.3.1 of Appendix 6 to Schedule 3.3, Section 2 of Schedule 10.1, Attachments 10.1.3, 10.1.4, 10.1.5, 10.1.7, 10.1.8 and 10.1.13 to Schedule 10.1, Schedule 3.11 Technology Refresh Plan, and Section 5.1.6 to Schedule 10.1,



<p>Description of Approved Contract Change – Provide a brief description of contract change</p>	<ol style="list-style-type: none">1. A new Section 10.16 is added to the Agreement to exclude depreciation from the Retained Costs of the Commonwealth in Contract Year One.2. Table 13 of Appendix 4 to Schedule 3.3 is modified to change the Performance Target for Average Speed to Answer from ≤ 30 to ≤ 60 sec goal/reporting and ≤ 45 to ≤ 60 sec for SLA Credits; and change the Performance Target for Call Abandonment Rate from $\leq 2\%$ to $\leq 5\%$.3. Section 4.3.1 of Appendix 6 to Schedule 3.3 is modified to change the performance Target for Messaging Service for Microsoft Exchange from ≤ 1 hour to ≤ 2 hours of outage per month.4. Attachments 10.1.3, 10.1.4, 10.1.5, 10.1.7 and 10.1.8 are modified to add a “Bundled Peripherals” resource unit to the Agreement.5. Attachment 10.1.13 is modified to add “Bundled Peripherals” to the Desktop Assumptions, and change Wheel Mouse to Standard Mouse.6. Schedule 3.11, Technology Refresh Plan, is modified to include “Bundled Peripherals”7. Section 5.1.6 to Schedule 10.1 is modified to include new asset inventory (wall-to-wall) requirements8. Section 2 of Schedule 10.1 is modified to change the Overall Fee Limitation in Contract year One from \$236,000,000 to \$225,000,000.
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This Modification No. 30 modifies the terms of the Comprehensive Infrastructure Agreement executed November 14, 2005 by the Commonwealth of Virginia and Northrop Grumman Information Technology, Inc. in accordance with Section 27.5 of the Agreement. This Modification No. 30 is hereby incorporated into and made an integral part of the Agreement. Except as specifically modified herein, all other terms and conditions of the Agreement remain unchanged.

1. Section 10.16 is hereby added to Schedule 10.1 of the Agreement as follows:

During Contract Year One of the Agreement, any and all depreciation expenses that the Commonwealth has incurred or may incur shall be excluded, in total, from the Retained Cost of the Commonwealth, as defined in Schedule 10.1. This clause is retroactive to the Effective Date of the Agreement.

For the remainder of the Term of the Agreement, Vendor and the Commonwealth agree to discuss the appropriate treatment of such depreciation expenses. The depreciation amounts to be addressed are as follows: a two million one hundred eighty thousand dollar (\$2,180,000) reduction in Contract Year 2, a five hundred sixty-seven thousand dollar (\$567,000) reduction in Contract Year 3, a one hundred sixty-six thousand dollar (\$166,000) reduction in Contract Year 4, and a seven thousand dollar (\$7,000) reduction in Contract Year 5. Vendor and the Commonwealth agree to address the potential removal of depreciation from the Overall Fee Limitation for the remainder of the Term and take appropriate actions based on that outcome, which may include increases to the established Bundled Peripherals Unit Rates or increases to other established Unit Rates. The Parties also agree depreciation will be reviewed as soon as practicable in Contract Year 2.

2. Current Table 13 of Appendix 4 to Schedule 3.3 of the Agreement is hereby deleted and replaced with the following:

Table 13. Response Time Service Levels

DEFINITION	Response Time is the number of seconds or cycles it takes an End-User to connect with Vendor's Help Desk representative. Vendor will provide toll free telephone lines in adequate quantity to handle Call volume, ACD system to record Call date, time and duration information, and electronic interface to all systems for monitoring and reporting. For purposes of calculating Call Abandonment rate, calls abandoned in less than thirty seconds after the switch picks up the call and calls abandoned within six seconds of the playing of an automatic problem status cut-in message shall be excluded from the calculation.
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Response Time Service Level Requirements			
Help Desk Responsiveness	Service Measure	Performance Target	Minimum Performance %
Avg Speed to Answer	Phone response time	≤ 60 sec goal/reporting; ≤ 60 sec for SLA Credits	100%
VIP Office Support Response time	Phone response time by responding technician	≤ 15 minutes; and on-site ASAP	N/A: Reporting Purposes only
VIP Office Support– Time to Resolve	Elapsed time	≤ 12 business hours	N/A: Reporting Purposes only
Call Abandonment rate	Phone response time	≤ 5%	100%
Email Response rate	Online response time	≤ 1 hour	90%
Voicemail Response rate	Voicemail response time	≤30 minutes	90%
	Formula	Number of events per event type within Performance Target / Total number of events per type during Measurement Interval = "Percent (%) Attained"	
	Measurement Interval	First Month – Measure Daily, Report Weekly Thereafter – Measure Daily, Report Monthly	

Response Time Service Level Requirements			
Help Desk Responsiveness	Service Measure	Performance Target	Minimum Performance %
	Measurement Tool/Source Data	Tool: Peregrine ServiceCenter Incident Management System Source Data: Incident Records	

3. Current Section 4.3.1 of Appendix 6 to Schedule 3.3 of the Agreement is hereby deleted and replaced with the following:

4.3.1 Messaging Availability Service Levels

DEFINITION	<p>Messaging Availability is defined as the time during which the messaging environment is fully functioning as specified, connectivity between the End-User and the Messaging System(s) and server(s) is established, and normal business operations can be carried out with no message / data loss, downtime, or performance degradation.</p>
PRE-SCHEDULED DOWNTIME REQUIREMENTS	<p>High Availability Services: are those Services that are required to have a high level of availability. The Location(s) and facilities in scope for High Availability Services are defined below.</p> <p>All pre-scheduled component downtime, unless otherwise agreed upon in advance by VITA, will occur:</p> <ul style="list-style-type: none"> a) for Messaging having 24x7x365 requirements—All pre-scheduled maintenance shall be performed during VITA-defined Change Management windows, or b) all additional component downtime will be managed during non-operational periods based on the function of the Location as approved by VITA. <p>High Availability Locations and facilities: are those Locations and Eligible Customer facilities where Critical Functions are performed, received, or reside, and which require a high level of availability.</p> <p>Standard Availability Locations and facilities: all other Locations and Eligible Customer facilities.</p>

MESSAGING SERVICES AVAILABILITY TABLE			
SERVICE TYPE	SERVICE MEASURE	PERFORMANCE TARGET	MINIMUM PERFORMANCE %
Messaging Service for Microsoft Exchange	Availability	≤ 2 hours of outage per month	100%

MESSAGING SERVICES AVAILABILITY TABLE			
SERVICE TYPE	SERVICE MEASURE	PERFORMANCE TARGET	MINIMUM PERFORMANCE %
	Formula	Availability (%) = 100% - Unavailability (%) Where Unavailability is defined as: $(\Sigma \text{ Outage Duration} \times 100\%) \div (\text{Schedule Time} - \text{Planned Outage})$	
	Measure Interval	Monitor Continuously, Measure Daily, Report Monthly, Ad Hoc Reporting on as needed basis	
	Measurement Tool	HP OpenView	

4. Current Attachment 10.1.13 to Schedule 10.1 of the Agreement is hereby deleted and replaced with the following:

NORTHROP GRUMMAN PRICING ASSUMPTIONS

General Assumptions

Northrop Grumman has conditioned its proposal on the following assumptions:

- The Northrop Grumman transition project plans are highly dependant upon one another. Any Commonwealth directed adjustments to the proposed transition projects may require re-pricing and may impact the scheduled implementation of SLA based managed services.
- Mutually acceptable acceptance test procedures and criteria for the critical milestones for all Fixed Price projects during the transition period shall be mutually agreed to prior to initiating performance on the projects.
- Northrop Grumman assumes that the following (Raptor Security Manager, Nortel Optivity, CiscoWorks for LAN and Cisco Works for Routed WANs, Network Node Manager consoles, Cisco VMS, RSA SecureID and Network Sniffers) will be provided as Customer Furnished Equipment (CFE) items, and that these can be moved to the proposed Integrated Help Desk/NOC/SOC in Virginia.
- Security clearances or other agency specific clearances such as HIPAA, will be provided in a timely fashion by the Commonwealth.

Desktop Assumptions

- Commonwealth has valid licenses for all software deployed in all of the agencies as of the Service Commencement Date. If there are known instances of software found to be running without license, it is the responsibility of the Commonwealth to true-up these anomalies.

- User will take reasonable measures (to be mutually agreed upon) to prepare for technological refresh. Such measures will include deleting old, unnecessary files, deleting personal music, personal movie files, and ensuring their critical data is in the “My Documents” or desktop folder.
- Northrop Grumman has identified the following configurations of laptop, desktop, and tablet as “Standard”:

Standard Desktop Configuration quoted contains the following	
Operating System:	Microsoft® Windows® XP Professional Edition (SP2)
Processor:	Intel® P4 2.80GHz
Memory:	512MB DDR2-533 SDRAM
Hard Drive:	40GB SATA
Floppy:	3.5" 1.44MB diskette drive
Optical Drive:	48x/32x/48x CD-RW/DVDRom combo drive
Monitor:	17" LCD Flat Panel Display (17" viewable)
External Ports:	(2) Front facing USB 2.0 ports (minimum)
Keyboard:	Standard Keyboard
Mouse:	Standard Mouse and mouse pad
Sound System:	Integrated Audio
Network Adapter:	10/100/1000 Twisted Pair Ethernet
Warranty:	3-, 4- or 5-year Next Business Day (depending on refresh schedule selected)

Standard Laptop Configuration quoted contains the following	
Operating System:	Microsoft® Windows® XP Professional Edition
Processor:	Intel® Pentium® M 1.6GHz or similar
Mobile Technology:	Intel® Centrino™ Mobile Technology
Memory:	512MB SDRAM
Hard Drive:	40GB
Floppy Drive:	3.5" 1.44MB diskette drive
Optical Drive:	Modular 24x/10x/24x CD-RW/8x DVDRom combo (or similar)
Screen:	
Multimedia Package:	Integrated sound and stereo speakers, headphone/speaker jack/mic jacks (or similar)
Battery:	Lithium ion battery with AC pack and 1 yr. limited battery warranty (or similar)
Modem:	Integrated V.90 56K Modem
Network Adapter:	10/100/1000 Ethernet Adapter
Integrated Wireless Networking Adapter:	Integrated 802.11b/g wireless networking (or similar)
Limited Warranty:	3-, 4- or 5-year Next Business Day (depending on refresh schedule selected)
Carrying Case:	Carrying Case

Standard Tablet Configuration quoted contains the following

Standard Tablet Configuration quoted contains the following	
Operating System:	Microsoft® Windows® XP Tablet PC Edition
Processor:	Intel® Pentium® M 1.8GHz (or similar)
Memory:	1 GB SDRAM
Hard Drive:	60GB
Floppy Drive:	Integrated 4-in-1 Memory Card Reader (or similar, or floppy)
Optical Drive:	Integrated 24x/10x/24x CD-RW and 8x DVD combo (or similar)
Screen:	
Multimedia Package:	Integrated sound and stereo speakers, headphone/speaker jack/mic jacks (or similar)
Battery:	Lithium ion battery with AC pack and 1 yr. limited battery warranty (or similar)
Modem:	Integrated V.92 56K modem
Network Adapter:	Integrated 10/100/1000 Ethernet adapter
Integrated Wireless Networking Adapter:	Integrated 802.11a/b/g wireless networking or similar
Limited Warranty:	3-, 4- or 5-year Next Business Day (depending on refresh schedule selected)
Carrying Case:	Carrying Case

- During Contract Year One and Two of the Agreement, Northrop Grumman may provide one of each of the following in connection with the refresh of all “Standard” Laptop Configurations: a 17” monitor, docking station, standard keyboard, and standard mouse (the “Bundled Peripherals”). It shall be the choice of the affected Eligible Customer whether to exercise this option.
- Beginning in Contract Year 3 and through the remaining Term of the Agreement, Bundled Peripherals shall be invoiced to the Commonwealth as a separate Resource Unit in accordance with the provisions of Section 5.0 of Schedule 10.1 and pursuant to the baselines and rates established in Attachments 10.1.3, 10.1.4, 10.1.5, 10.1.7 and 10.1.8 to Schedule 10.1. The Parties agree that the Baseline quantity for this Resource Unit is one (1).

“Bundled Peripherals” include the following	
Monitor:	17" LCD Flat Panel Display (17" viewable)
Docking Station	Docking Station with AC adapter
Keyboard:	Standard Keyboard
Mouse:	Standard Mouse

- We believe VITA may want to offer agencies a “premium” model of desktop and laptop that can be offered at a slightly higher per unit fixed price. We are including herein a suggested sample premium configuration. Pricing for these premium configurations are available on request:

Premium Desktop Configuration suggested contains the following	
Operating System:	Microsoft® Windows® XP Professional Edition (SP2)
Processor:	Intel® P4 3.60GHz
Memory:	1 GB DDR2-533 SDRAM
Hard Drive:	200GB or similar SATA
Floppy:	3.5" 1.44MB diskette drive
Optical Drive:	16x Double-Layer Multi-Format DVD±/R±RW/CD-R/RW recorder or similar
External Ports:	(2) Front facing USB 2.0 ports minimum
Monitor:	19" LCD Flat Panel Display (19" viewable)
Video:	ATI Radeon or similar graphics controller with dedicated memory (128mb min)
Keyboard:	Standard Keyboard
Mouse:	Standard Mouse and mouse pad
Sound System:	Integrated Sound
Network Adapter:	10/100/1000 Twisted Pair Ethernet
Warranty:	4- or 5-year Next Business Day (depending on refresh schedule selected)

Premium Laptop Configuration suggested contains the following	
Operating System:	Microsoft® Windows® XP Professional Edition
Processor:	Intel® Pentium® M 2.0GHz
Memory:	1 GB DDR2 SDRAM
Hard Drive:	60GB
Floppy Drive:	Integrated 4-in-1 memory card reader
Optical Drive:	Integrated 8x Multi-Format DVD Writer (DVD±R/±RW/CD-RW) or similar
Screen:	17" TFT Active Matrix or similar
Video:	ATI Radeon or similar with dedicated 64MB Graphics RAM
Additional Mouse:	USB Optical Mouse
Multimedia Package:	Integrated sound and stereo speakers, headphone/speaker jack/mic jacks (or similar)
Battery:	Lithium ion battery with AC pack and 1 yr. limited battery warranty (or similar)
Modem:	Integrated V.90 56K Modem
Network Adapter:	10/100/1000 Ethernet Adapter
Integrated Wireless Networking Adapter:	Integrated 802.11a/g wireless networking card (or similar)
Limited Warranty:	3-, 4- or 5-year Next Business Day (depending on refresh schedule selected)
Carrying Case:	Deluxe Carrying Case

- Northrop Grumman has included the cost to refresh items noted as “Replace when required” twice during the base contract.
- Desktop application software is not included in Northrop Grumman’s price.

Security Services Assumptions

- Northrop Grumman has assumed that the current forensic software will be provided by VITA.
- Northrop Grumman has assumed that 500 servers are categorized as mission critical and will require IDS and firewall software.
- Northrop Grumman has assumed that antivirus software will be provided by the Commonwealth and the Commonwealth's agencies.

Messaging Services Assumptions

- Northrop Grumman has assumed that if migration of an application is not possible as part of the messaging migration project, owners of agency applications will provide the necessary development needed to redesign or recode the application to function properly. Such applications shall be modified in accordance with a schedule and at a price to be mutually agreed by the parties.
- Northrop Grumman has assumed that messaging systems that cannot be retired due to embedded applications will be reduced in servers and left operational only to provide minimum requirements. Servers containing these applications will be properly maintained and administered but will be included in SLA performance measurements to be mutually agreed upon by the Parties.

Mainframe and Server Services Assumptions

- Special forms for mainframe print are not included in our price.

Data Network Management Assumptions

- Northrop Grumman has assumed that VITA will do all of the cabling required to support the LAN infrastructure upgrade.

Voice and Video Telecom Assumptions

- Northrop Grumman has assumed that voice network users, regardless of instrument type or connectivity mechanism will order the Circuit Monitoring service.
- Northrop Grumman has assumed that VoIP will be implemented to 53,000 users (i.e., 82 percent penetration of current Centrex lines).

5. Current Schedule 3.11 of the Agreement is hereby deleted and replaced with the following:

Technology Refresh Plan

This is Schedule 3.11 (Technology Refresh Plan) to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor (the "Agreement").

Vendor's Technology Refresh Plan for the various types of equipment Vendor plans to refresh is summarized below and further described in the appropriate Addendum to Schedule 3.3.

Desktop PC's

- 47,000 within the first three years of the Agreement

Laptop PC's

- 10,000 within the first three years of the Agreement

**Management agents shall be loaded during the first three years of the Agreement on the existing approximately 8,000 desktops and 2,000 laptops procured since June 2004

After the initial refresh, desktops, laptops and tablets will be refreshed on the VITA requested ongoing schedule of 30% of systems on a 4 year schedule, 60% on a 5 year schedule, and 10% on an as needed basis.

Bundled Peripherals –During Contract Year One and Two of the Agreement, Northrop Grumman will provide one of each of the following in connection with all "Standard" laptop configurations: 17" LCD Flat Panel monitor, docking station, standard keyboard, and standard mouse (the "Bundled Peripherals"). Beginning in Contract Year 3 and through the Term of the Agreement, the Commonwealth shall have the option to refresh the Bundled Peripherals every four (4) or five (5) years, depending on the schedule for refreshing the associated laptop. It shall be the choice of the affected Eligible Customer whether to exercise this option.

Network Printers will be consolidated and refreshed throughout the Agreement.

- Standard size monochrome laser printers will be refreshed at an average of 360 per year
- Medium size monochrome laser printers will be refreshed at an average of 370 per year
- Large size monochrome laser printers will be refreshed at an average of 435 per year
- Color laser printers will be refreshed at an average of 70 per year
- Standard multifunction devices will be refreshed at an average of 15 per year
- Large multifunction devices will be refreshed at an average of 5 per year

PDA's – Option to refresh every three (3) years; choice of user whether to exercise the option

Servers – Unix – After the initial refresh, Servers will be refreshed, during the Term of the Agreement, as required to meet Service Levels set forth in the applicable Statement of Work
Servers – "Wintel," Linux, Netware, VMS, VMWare, Other – After the initial refresh, Servers will be refreshed, during the Term of the Agreement, as required to meet Service Levels set forth in the applicable Statement of Work.

Mainframes – After the initial refresh, the Unisys mainframe will be refreshed ,during the Term of the Agreement, as required to meet Service Levels set forth in the applicable Statement of Work. The IBM mainframe will be refreshed with newer technology systems in year 8.

Mainframe DMX-1000 storage system will be refreshed in year 10
3Par distributed storage system - will be refreshed in year 8.

Mainframe Printers – Replace when required

Routers and switches – After the initial refresh, routers and switches will be refreshed, during the Term of the Agreement, as required to meet the Service Levels set forth in the applicable Statement of Work.

Telephone Centrex PSTN phones - implementation of VoIP call managers and phones in year 5, refresh of VoIP call managers in year 10

In addition to the refresh schedules set forth above, Vendor shall replace equipment items where replacement is required to maintain the equipment in an operational status.

6. Current Section 5.1.6 to Schedule 10.1 of the Agreement is hereby deleted and replaced with the following:

Beginning as soon as practicable after the Effective Date but not later than twelve months following the Service Commencement Date, Vendor will conduct an asset discovery to validate asset counts relating to the Resource Units included in the Baselines. The inventory captured and documented will serve as a confirmation by both Parties of the actual existence of an asset and the confirmation by both Parties that it is designated as an asset as part of the Services.

In addition, Northrop Grumman and the Commonwealth agree that the Commonwealth's additional asset inventory requirements, which are outlined below, for the asset discovery and inventory will be within the Overall Fee Limitation defined in Section 2.0 of Schedule 10.1. The additional items that Northrop Grumman shall use best efforts to inventory at no additional cost to the Commonwealth shall be limited to the following:

Additional Data Collection Items

- FAX SERVER
- THIN CLIENT
- PDA
- VIDEO CONFERENCE EQUIPMENT
- CONTROL UNIT
- DATA SERVICE UNIT (DSU)
- DIRECT ACCESS STORAGE (DASD)
- MULTIPLEXER
- JUKEBOX
- NETWORK ANALYZER
- SNIFFER
- ANALYZER - WAN/LAN
- NETWORK ATTACHED STORAGE (NAS)
- STORAGE AREA NETWORK (SAN)
- FIREWALL
- GATEWAY
- HUB

- ROUTER
- SWITCH
- WIRELESS ACCESS POINT
- COPIER NETWORK ATTACHED
- FAX MACHINE NETWORK ATTACHED
- PLOTTER
- MULTI-FUNCTION DEVICE NETWORK ATTACHED
- PRINTER

Additional Support Items to be provided during the project:

- Two Full-time Equivalents (FTEs) to support VITA billing reconciliation of agency asset inventories, when requested
- System modifications to support additional status categories
- Six FTE's to support on-going floor-to-book reconciliation

The Parties agree that any further increases requested by the Commonwealth to the scope of this effort, as outlined above, may result in additional cost and schedule impacts and will be mutually agreed upon, in writing, by both Parties prior to any implementation effort with respect to those requests.

7. Current Attachments 10.1.3, 10.1.4, 10.1.5, 10.1.7 and 10.1.8 to Schedule 10.1 are hereby deleted and replaced with the versions of those documents that appear in Appendix 1 to this Modification #30. Appendix 1 is hereby incorporated by reference into this Modification #30.

8. Current Section 2 to Schedule 10.1 of the Agreement is hereby deleted and replaced with the following:

Overall Fee Limitation

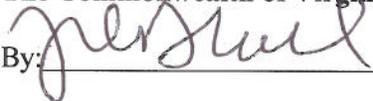
For Contract Year One, in no event may the total of the following items exceed two hundred twenty-five million dollars (\$225,000,000): (a) the Retained Costs of the Commonwealth; (b) the costs of the Managed Employees; and (c) all Fees identified in Schedule 10.1 invoiced by Vendor to and payable by the Commonwealth under the Agreement. The calculation of the cost of the Managed Employees, which will vary in actual amount from month to month, is described in Section 7.0 below. The calculation of the actual Retained Costs of the Commonwealth will vary in actual amount from month to month. For illustration purposes only, Attachment 10.1.1 hereto (Estimated Retained Costs) sets forth an estimate of the Retained Costs of the Commonwealth by Contract Year. In any given Contract Year after Contract Year One, in no event may the total of the items described in (a), (b) and (c) above exceed two hundred thirty-six million dollars (\$236,000,000). If the total of the items described in (a), (b) and (c) above exceeds two hundred twenty-five million dollars (\$225,000,000) in Contract Year One or two hundred thirty-six million dollars (\$236,000,000) in any other Contract Year, then Vendor shall reduce its final invoice for Fees hereunder so that the total of the items described in (a), (b) and (c) no longer exceeds the applicable Overall Fee Limitation, and, notwithstanding any other provision of this Schedule, the Commonwealth shall have no obligation to pay the amount by which the Fees were so reduced. The Parties shall review Vendor's Fees on a quarterly basis to compare how such Fees currently measure and are projected to measure against the above-described overall fee limitation and ensure that such amount is not exceeded on an annual basis.

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

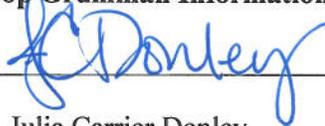
By: 

Name: Fred Duball

Title: SMO Director

Date: 5/16/2007

Northrop Grumman Information Technologies, Inc.

By: 

Name: Julia Carrier Donley

Title: Contracts Director

Date: 7 May 07