



Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Between:

Northrop Grumman Information Technology, Inc.
7575 Colshire Drive
McLean, VA 22102-7508

and

The Commonwealth of Virginia
11751 Meadowville Lane
Chester, VA 23836

Contract Number	VA-051114-NG
Change Control Number	49
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	Schedule 10.1.2 – Payment Milestones
Description of Approved Contract Change – Provide a brief description of contract change	The purpose of this amendment is to revise Attachment 10.1.2 to Schedule 10.1. Critical Milestone 6 is divided into two parts with separate Milestone Deliverable Dates and equal payment amounts.



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

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

Attachment 10.1.2 -- Transition Phase Fees and Corresponding Milestones and Expected Completion Dates			
Milestone Description	Revised Date*	Calendar Date	Revised Amount
<i>Account Management & Administration Transition</i>			19,947,748
1 - Service Commencement	SCD + 0 Months	07/01/06	2,736,937
2 - Offer letters extended to VITA employees (Critical)	SCD - 1 Month	06/01/06	5,473,874
3 - Knowledge Management System operational	SCD + 3 months	10/01/06	0
4 - Procedures Manual Plan	SCD + 1 month	08/01/06	0
5 - Procedures Manual (Critical)	SCD + 3 months	10/01/06	2,736,937
6 - Disaster Recovery Test at SWESC (Critical) (**See note below)	SCD + 22 months	05/01/08	4,500,000
6a - Initial Disaster Recovery Test at SWESC	SCD + 23 Months	06/01/08	4,500,000
6b - Final Disaster Recovery Test at SWESC			
7 - ITIL Process Optimization complete	SCD + 23 months	06/01/08	0
<i>Data Center (Mainframe/Server) Transition</i>			33,849,703
8 - Service Commencement	SCD + 0 months	07/01/06	4,390,527
9 - Infrastructure Operation Center (Interim) (Operational Implement HPOV at Verizon for monitoring Server services)	SCD + 4 months	11/01/06	8,781,052
10 - Richmond Plaza Building Server consolidation in-place	SCD + 9 months	04/01/07	3,292,895
11 - Move mainframe/server workload from Richmond Plaza Building to Commonwealth Enterprise Solutions Center	SCD + 19 months	02/01/08	1,097,632
12 - Move infrastructure for disaster recovery to Southwest Enterprise Solutions Center back-up data center	SCD + 20 months	03/01/08	8,526,126
13 - Tape automation complete	SCD + 20 months	03/01/08	4,683,785
14 - Mainframe print consolidation complete	SCD + 23 months	06/01/08	0
15 - Server consolidation complete (25%) (Critical)	SCD + 17 months	12/01/07	3,077,686
16 - Server consolidation complete (65%)	SCD + 25 months	08/01/08	0
17 - Server consolidation complete (90% of	SCD + 35	06/01/09	0

Eligible)	months		
Desktop Computing Transition			26,663,950
18 - Service Commencement	SCD + 0 months	07/01/06	2,794,066
19 - Desktop and asset management system operational	SCD + 6 months	01/01/07	1,397,033
20 - Begin desktop refresh (Critical)	SCD + 8 months	03/01/07	5,588,132
21 - Quarter 1 Refresh	SCD + 9 months	04/01/07	392,787
22 - Quarter 2 Refresh	SCD + 12 months	07/01/07	4,077,267
23 - Quarter 3 Refresh	SCD + 15 months	10/01/07	4,077,267
24 - Quarter 4 Refresh	SCD + 18 months	01/01/08	4,077,267
25 - Quarter 5 Refresh	SCD + 21 months	04/01/08	2,130,066
26 - Quarter 6 Refresh (66% of quarter counts) (Critical)	SCD + 23 months	06/01/08	2,130,066
27 - Quarter 7 Refresh	SCD + 27 months	10/01/08	0
28 - Complete of Desktop Refresh (90%)	SCD + 32 months	03/01/09	0
Messaging Transition			12,833,301
29 - Service Commencement	SCD + 0 months	07/01/06	3,948,306
30 - Single agencywide address list (Global Address List) Should be "Commonwealth-wide" (Critical)	SCD + 9 months	04/01/07	3,948,306
31 - Backend Infrastructure In Place	SCD + 14 months	09/01/07	4,936,689
32 - Enterprise agencywide messaging system cutover complete (90% of Eligible) (Critical)	SCD + 35 months	06/01/09	0
Data Network Transition			22,623,905
33 - Service Commencement	SCD + 0 months	07/01/06	1,665,188
34 - Temporary NOC	SCD + 4 months	11/01/06	4,995,564
35 - Submit Arch Network Blueprint Addressing Plan	SCD + 7 months	02/01/07	832,594
36 - Connectivity to CESC	SCD + 12 months	07/01/07	416,297
37 - Connectivity to SWESC	SCD + 16 months	11/01/07	416,297
38 - 15% Lan Migration	SCD + 15 months	10/01/07	1,973,748
39 - Enterprise NOC (Critical) (**See Note below)			
39a – Interim Enterprise NOC	SCD + 16 months	11/01/07	2,467,185
39b – Final Enterprise NOC	SCD plus 21 months	04/01/08	2,467,185
40 - MPLS Core established, begin Agency migration (Critical)	SCD + 14 months	09/01/07	5,416,099
41 - 30% Lan Migration	SCD + 18 months	01/01/08	657,916

42 - 45% Lan Migration	SCD + 21 months	04/01/08	657,916
43 - 60% Lan Migration	SCD + 24 months	07/01/08	657,916
44 - 75% Lan Migration	SCD + 27 months	10/01/08	0
45 - Complete Agency LAN migration (90%) (Critical)	SCD + 30 months	01/01/09	0
Voice Transition			182,864
46 - Service Commencement	SCD + 0 months	07/01/06	182,864
47 - Complete Site Surveys (large sites = 500 thru 2000 users)	SCD + 13 months	08/01/07	0
Security Transition			6,068,748
52 - Service Commencement	SCD + 0 months	07/01/06	817,689
53 - Interim Security Incident Tracking and Management System	SCD + 3 months	10/01/06	817,689
54 - Enterprise Security Operation Center (ESOC) transitional	SCD + 16 months	11/01/07	817,689
55 - Enterprise Security Operation Center (ESOC) complete (Critical)	SCD + 23 months	06/01/08	1,205,227
56 - Enterprise vulnerability assessment program operational (VAP) (Critical)	SCD + 20 months	03/01/08	1,205,227
57 - Computer Security Incident Response Center (CSIRC) Complete (Critical)	SCD + 20 months	03/01/08	1,205,227
Help Desk Transition			4,114,705
58 - Service Commencement	SCD + 0 months	07/01/06	916,865
59 - Incident management system Web accessible (interim incident management system)	SCD + 1 months	08/01/06	916,865
60 - SWESC Staffed and trained	SCD + 18 months	12/1/07	456,195
61 - Installation of Avaya telephony	SCD + 17 months	12/01/07	456,195
62 - Dedicated incident management system and agent workstations installed	SCD + 17 months	01/01/08	456,195
63 - Transition services to Southwest Enterprise Solutions Center	SCD + 20 months	03/01/08	456,195
64 - Production incident management system/ SPOC help desk (Critical)	SCD + 24 months	07/01/08	456,195
Data Center Buildings			3,000,000
65 - Service Commencement	SCD + 0 months	07/01/06	0
66 - Commonwealth Enterprise Solutions Center (Commonwealth ESC) ready for occupancy	SCD + 12 months	07/01/07	0
67 - Commissioning Certificate for Commonwealth ESC	SCD + 12 months	07/01/07	0
68 - Richmond Plaza Building migration complete (Critical)	SCD + 20 months	03/01/08	3,000,000
69 - Southwest Enterprise Solutions Center (Southwest ESC) ready for occupancy	SCD + 16 months	11/01/07	0
70 - Commissioning Certificate for Southwest ESC	SCD + 16 months	11/01/07	0

Chargeback Applications			885,477
71 - Service Commencement	SCD + 0 months	07/01/06	206,434
72 - Process Cutover	SCD + 6 months	01/01/07	103,217
73 - Migrate existing projects into maintenance umbrella	SCD + 8 months	03/01/07	103,217
74 - Internal Apps Transformation Complete	SCD + 9 months	04/01/07	472,609

**"SCD" = Service Commencement Date

**NOTE: Critical Milestone 39 Enterprise Network Operations Center was initially scheduled for completion on 11/1/07 with an associated fee of \$4,934,370. Vendor failed to complete Critical Milestone 39 by the specified deadline. Notwithstanding the provisions of Section 6.6 of the Agreement in regards to Vendors' failure to provide this Critical Milestone by November 1, 2007, the Parties agree to the following terms governing the completion of Critical Milestone 39. This waiver of the Commonwealth's rights under Section 6.6 of the Agreement is limited to the specific instance of Vendor's failure to deliver Critical Milestone 39 by November 1, 2007.

The Vendor shall deliver to the Commonwealth an Interim Enterprise Network Operations Center (NOC), designated above as Milestone 39a, no later than November 1, 2007. The Interim Enterprise NOC shall conform to the requirements outlined in the Acceptance Criteria for Milestone 39a, which are attached hereto and hereby incorporated by reference. In accordance with Section 7 of the Agreement, the Commonwealth shall conduct acceptance testing pursuant to the Acceptance Test Plan for Milestone 39a, which is attached hereto and hereby incorporated by reference. As identified in the table above, the Fee that Vendor shall receive upon timely completion and acceptance of Milestone 39a is \$2,467,185.

The Vendor shall also deliver to the Commonwealth a fully operational Final Enterprise NOC, designated above as Milestone 39b, no later than April 1, 2008. The Final Enterprise NOC shall conform to the requirements outlined in the Acceptance Criteria for Milestone 39b, which are attached hereto and hereby incorporated by reference. In accordance with Section 7 of the Agreement, the Commonwealth shall conduct acceptance testing pursuant to the Acceptance Test Plan for Milestone 39b, which is attached hereto and hereby incorporated by reference. As identified in the table above, the Fee that Vendor shall receive for timely completion and acceptance of Milestone 39b is \$2,467,185.

If Vendor fails to complete to the Commonwealth's satisfaction all the items identified in the Acceptance Criteria for Milestone 39b by April 1, 2008, then, in addition to any other rights and remedies that may be available to the Commonwealth in accordance with the Agreement, the maximum Fee that Vendor may receive for Milestone 39b shall be permanently reduced by \$986,874 to \$1,480,311. In the event of such a failure, Vendor's obligation to satisfy all the items identified in the Acceptance Criteria for Milestone 39b shall remain intact and Vendor shall, at no additional cost to the Commonwealth, provide such additional personnel as may be required or necessary to accomplish all delinquent activities, tasks, and Services associated with Milestone 39b as soon as commercially practicable.

Critical Milestone 39 shall not be deemed completed until all Acceptance Criteria for Milestones 39a and 39b have been accepted in accordance with Section 7 of the Agreement. Vendor shall complete Critical Milestone 39 no later than April 1, 2008.

***NOTE: Critical Milestone 6 Disaster Recovery Test at SWESC (Critical) was initially scheduled for completion on 5/1/08 with an associated fee of \$9,000,000. The Vendor is likely to fail to provide Critical Milestone 6 by the specified deadline. Notwithstanding the provisions of Section 6.6 of the Agreement in regards to Vendors' failure to provide this Critical Milestone by May 1, 2008, the Parties agree to the following terms governing the completion of Critical Milestone 6. This waiver of the Commonwealth's rights under Section 6.6 of the Agreement is limited to the specific instance of Vendor's failure to deliver Critical Milestone 6 by May 1, 2008.

The Vendor shall deliver to the Commonwealth an Initial Disaster Recovery Test at SWESC (Critical), designated above as Milestone 6a, no later than May 1, 2008. The Initial Disaster Recovery Test at SWESC (Critical) shall conform to the requirements outlined in the Acceptance Criteria for Milestone 6a, which are attached hereto and hereby incorporated by reference. In accordance with Section 7 of the Agreement, the Commonwealth shall conduct acceptance testing pursuant to the Acceptance Test Plan for Milestone 6a, which is attached hereto and hereby incorporated by reference. As identified in the table above, the Fee that Vendor shall receive upon timely completion and acceptance of Milestone 6a is \$4,500,000. Vendor may invoice the Commonwealth for this Fee upon acceptance of Milestone 6a by the Commonwealth.

The Vendor shall also deliver to the Commonwealth the Final Disaster Recovery Test at SWESC, designated above as Milestone 6b, no later than June 1, 2008. The Final Disaster Recovery Test at SWESC shall conform to the requirements outlined in the Acceptance Criteria for Milestone 6b, which are attached hereto and hereby incorporated by reference. In accordance with Section 7 of the Agreement, the Commonwealth shall conduct acceptance testing pursuant to the Acceptance Test Plan for Milestone 6b, which is attached hereto and hereby incorporated by reference. As identified in the table above, the Fee that Vendor shall receive for timely completion and acceptance of Milestone 6b is \$4,500,000.

If Vendor fails to deliver Milestone 6b by June 1, 2008 for Acceptance Testing or have completed to the Commonwealth's satisfaction all the items identified in the Acceptance Criteria for Milestone 6b, then, in addition to any other rights and remedies that may be available to the Commonwealth in accordance with the Agreement, the maximum Fee that Vendor may receive for Milestone 6b shall be permanently reduced by \$1,800,000 to \$2,700,000. For avoidance of doubt, if the Commonwealth determines during review and testing of Milestone 6b that any Deliverables do not conform to the applicable Acceptance Criteria, Vendor will have failed to deliver Milestone 6b and Vendor's Fee shall be reduced as described herein. In the event of such a failure, Vendor's obligation to satisfy all the items identified in the Acceptance Criteria for Milestone 6b shall remain intact and Vendor shall, at no additional cost to the Commonwealth, provide such additional personnel as may be required or necessary to accomplish all delinquent activities, tasks, and Services associated with Milestone 6b as soon as commercially practicable.

The Vendor waives its right to receive earn back credits pursuant to Section 6.6.3 of the Agreement. This waiver is limited to the specific instance of Vendor's likely failure to provide Critical Milestone 6.

Critical Milestone 6 shall not be deemed completed until all Acceptance Criteria for Milestones 6a and 6b have been accepted in accordance with Section 7 of the Agreement.

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: 5/1/2008

Northrop Grumman Information Technologies, Inc.

By:  _____

Name: James L. Dietz

Title: Senior Contract Manager

Date: May 1, 2008