



Amendment Approval Form

Contract Between:

Northrop Grumman Systems Corporation

7575 Colshire Drive
McLean, VA 22102-7508

and

The Commonwealth of Virginia

11751 Meadowville Lane
Chester, VA 23836

Contract Number	VA-051114-NG
Amendment Number	79
Description of Contract Change – Provide a brief description of contract change	<ul style="list-style-type: none">• Adjust baseline quantities per Section 5.1.7(iii) of Schedule 10.1, which results in a new Section 5.1.7(iv) and modifications to Attachments 10.1.4-A, 10.1.5-A, and 10.1.8 and adds a new Attachment 10.1.16.• Adds Section 5.2.6 (Other Adjustments) to Schedule 10.1 and removes “End-User Components Fixed Price Adjustment” from Attachment 10.1.3-A (Definition of Resource Units)
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	<ul style="list-style-type: none">• Schedule 10.1 (Fees): List of Attachments, Definition of Dates (new table), and Sections 5.1.7(iv) (new), 5.2.6 (new), and 12• Attachment 10.1.3-A (Definition of Resource Units)• Attachment 10.1.4-A (Adjusted Baselines)• Attachment 10.1.5-A (Post-Transition Phase Fees - Fixed Recurring Fees and Baseline Resource Unit Rates)• Attachment 10.1.8 (Post-Transition Phase Fees - Reduced Resource Credits (RRC) Rates)• Attachment 10.1.16 (Servers Excluded from Baseline and Subject to 5.1.7 (iv)) (new)

This is Amendment No. 79 to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor originally dated as of November 14, 2005 and as subsequently amended (hereinafter, "Amendment No. 79"). The Commonwealth and Vendor have agreed to modify the Comprehensive Infrastructure Agreement as set forth below.

1. Except as expressly modified in Amendment No. 79, the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms used but not defined in Amendment No. 79 shall have the meanings assigned to them in the Agreement.
2. This Amendment No. 79 will take effect on February 1, 2013 (i.e., [i] applied to Services performed on or after February 1, 2013 and invoiced on or after March 1, 2013 and [ii] to ARC and RRC adjustments made to Services performed on or after January 1, 2013 and invoiced on or after March 1, 2013).
3. In Schedule 10.1, Fees, the following row is added to the List of Attachments. The header row is shown below for context only.

<u>Attachment</u>	<u>Title</u>
10.1.16	Servers Excluded from Baseline and Subject to 5.1.7(iv)

4. In Schedule 10.1, the following table is added below the List of Attachments.

Definition of Dates
As used in the Attachments to this Schedule 10.1:
"Year 4 Truncated" means the period from July 1, 2009 to February 28, 2010.
"Year 4 Stub" means the period from March 1, 2010 to June 30, 2010.
"Year 5 Truncated" means the period from July 1, 2010 to November 30, 2010.
"Year 5 Stub" means the period from December 1, 2010 to April 30, 2011.
"Year 5 Stub B" means the period from May 1, 2011 to June 30, 2011.
"Year 6 Truncated" means the period from July 1, 2011 to November 30, 2011.
"Year 6 Stub" means the period from December 1, 2011 to June 30, 2012.
"Year 7 Truncated" means the period from July 1, 2012 to November 30, 2012.
"Year 7 Stub" means the period from December 1, 2012 to January 31, 2013.
"Year 7 Stub B" means the period from February 1, 2013 to June 30, 2013.

5. A new Section 5.1.7(iv) is added to Schedule 10.1 as follows.

"(iv) In resolution of the requirements specified in subpart (iii) above, the Parties have agreed to further adjustments to the server, storage, and LAN port baseline quantities associated with such servers, and the Fixed Price Adjustment.

(a) The servers identified in Attachment 10.1.16 (and the associated storage and LAN ports) pertain to the Department of Motor Vehicles (DMV) legacy environment and will not be included in the applicable Baseline Volumes and will not be invoiced by Vendor while the Parties work to reduce the need for such servers (and the associated storage and LAN ports) or through March 31, 2014, whichever occurs first. Immediately following the execution of Amendment No. 79, DMV, VITA and Vendor shall collaborate to establish and implement a comprehensive, realistic plan to accomplish such server reduction. For any work to be performed by Vendor, DMV must submit a Work Request in accordance with Section 6.4 of the Agreement. DMV, VITA and Vendor will provide continuous executive oversight to monitor performance to the agreed plan and associated work requests and to identify and resolve any

issues that may impact the March 31, 2014 deadline. On April 1, 2014, (i) any DMV servers (or associated storage or LAN ports) not decommissioned by March 31, 2014 will be added back to the applicable Baseline Volumes in Attachment 10.1.4-A to Schedule 10.1, (ii) the "Fixed Price Adjustment" listed in Attachment 10.1.5-A to Schedule 10.1 will be increased to reflect an additional credit to offset the baseline increase, and (iii) such DMV servers (or associated storage or LAN ports) identified in (i) will be invoiced to the Commonwealth, except for Legacy Resource Unit Fees, which are not applicable.

(b) Storage added to a server specified in Attachment 10.1.16 after the execution of Amendment No. 79 but before April 1, 2014 will be invoiced to the Commonwealth. Furthermore, if prior to April 1, 2014, any server identified in Attachment 10.1.16 is repurposed for the delivery of a billable Service, then such server will be invoiced to Commonwealth in accordance with the Agreement and there will be no changes to associated baseline quantities or the Fixed Price Adjustment at such time.

(c) From October 1, 2012 and continuing through August 31, 2013, Vendor shall be financially responsible for the costs of VMware licensing, maintenance, and support for those specific DMV servers specified in Attachment 10.1.16 to Schedule 10.1 with a server name listed in the column headed "Server Name" ending in "ESX01," "ESX02," or "ESX03." Commencing on September 1, 2013, the Commonwealth shall be financially responsible for the costs of VMware licensing, maintenance, and support for those servers specified in the previous sentence."

6. A new Section 5.2.6 is added to Schedule 10.1 as follows.

"5.2.6 Other Adjustments

(a) As set forth in Amendment No. 73, Vendor shall apply a credit for the Commonwealth's assumption of sole responsibility from Vendor for the procurement, purchase, maintenance, support, replacement, refresh, management, tracking, and inventory of the Commonwealth End-User Components in the amount of \$5,000.00 each month. Vendor will apply such credit to Vendor's invoice, beginning in January 2012 and continuing through the termination of the applicable services. Such credit will not be subject to cost of living adjustment under Section 12 (COLA)."

7. In Section 12 to Schedule 10.1, the sentence that reads "*Subsequent adjustments will occur each Contract Year and be applied to the Fees specified in Attachments 10.1.5-A (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) for the current and all future Contract Years according to the following formula:*" is deleted and replaced with the following.

"Subsequent adjustments will occur each Contract Year to the Fees specified in Attachment 10.1.5-A (Post-Transition Fees – Fixed Recurring Fees and Resource Unit Rates), except as specified in Section 5.2.6(a) above, and in Attachments 10.1.7 (Post-Transition Fees – Additional Resource Charge Rates) and 10.1.8 (Post-Transition Fees – Reduced Resource Credit Rates) and such adjustments will be applied to the current and all future Contract Years according to the following formula:"

8. Attachments 10.1.3-A, 10.1.4-A, 10.1.5-A, and 10.1.8 to Schedule 10.1 are deleted in their entirety and replaced with the Attachments set forth in Exhibit A.

9. New Attachment 10.1.16 as set forth in Exhibit A is added to Schedule 10.1.

SIGNATURES APPEAR ON THE NEXT PAGE

The Parties have executed this Amendment No. 79 on the dates indicated below.

VITA for the Commonwealth of Virginia	Northrop Grumman Systems Corporation
By: 	By: 
Name: Perry Pascual	Name: Roxanne Esch
Contract Manager	Director, Contracts
Date: 2/26/2013	Date: February 21, 2013