



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	117
Description of Contract Change – Provide a brief description of contract change	Adds special support service for certain Commonwealth-owned devices.
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	<ul style="list-style-type: none">• Appendix 5 to Schedule 3.3 (Desktop Computing Statement of Work)• Schedule 10.1 (Fees)

This is Amendment No. 117 to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor originally dated as of November 14, 2005 and as subsequently amended (hereinafter, "Amendment No. 117"). The Commonwealth and Vendor have agreed to modify the Comprehensive Infrastructure Agreement as set forth below. Except as expressly modified in Amendment No. 117, the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms used but not defined in Amendment No. 117 shall have the meanings assigned to them in the Agreement.

1. In Appendix 5 to Schedule 3.3 (Desktop Computing Services Statement of Work), a new Section 3.1.11 is added as follows:

"Special Support Service for Certain Commonwealth-Owned Devices

Vendor will provide special support for certain devices and assets owned by the Commonwealth as specified in this Section, which devices or assets must be: (i) procured by Vendor for the Commonwealth, (ii) mutually agreed by the Parties in writing in advance of purchase to receive these special support services, (iii) a hardware device type equivalent to a desktop, laptop, or tablet workstation, and (iv) owned by the Commonwealth in accordance with Section 5.3.15 to Schedule 10.1 (hereinafter, "Special Support Service"). Service Levels do not apply to Special Support Services except as expressly stated.

The table below lists the roles and responsibilities in the Agreement conflicting with the scope of the Special Support Service; therefore, such roles and responsibilities are either modified for or not applicable to the Special Support Service, as specified in the table. Vendor is otherwise responsible for providing all Services described in Appendix 5 to Schedule 3.3 not otherwise limited by this Amendment. Except as noted in the table below, Vendor will perform the asset-related responsibilities applicable to the Special Support Service, as set forth in Appendices 1 (Cross Functional Services SOW), 3 (Security Services SOW), 4 (Help Desk Services SOW), and 5 (Desktop Computing Services SOW) to Schedule 3.3 as specified with respect to "End-User Devices," "Workstations," "Commonwealth owned equipment/hardware," and "Commonwealth owned devices." In the event of a conflict between the roles and responsibilities listed elsewhere in the Agreement and those listed in this Section, this Section governs and controls the Special Support Service.

Table 8-A. Exceptions for Special Support Service

Schedule 3.3	
Special Support Service is not available for and Vendor is not responsible, within the context of Special Support Service, for any activities related to devices meeting the definition of "handheld," "hand-held devices," "PDAs," or "smartphones."	
Appendix 1 to Schedule 3.3 (inclusive of Appendices)	
Section 3.1.1 (General Roles and Responsibilities)	Vendor is not responsible for reporting performance against the Service Levels, or monitoring or auditing performance responsibilities as listed in this Section with respect to hardware failure.
Section 3.1.2.1 (Planning and Analysis), Table 2	Vendor and Commonwealth shall mutually agree upon any device standards adopted for Special Support Service. Vendor is not responsible for the

	roles and responsibilities as listed in this Section pertaining to technology refresh and upgrades.
Section 3.1.2.1 (Planning and Analysis), Table 2	Item 6: Vendor is not responsible for recommending infrastructure installation and upgrades for devices receiving Special Support Service.
Section 3.1.2.3 (Design Specifications), Table 4	Item 3: Vendor is not responsible for determining required Tower component upgrade, replacement and/or conversion requirements.
Section 3.1.2.4 (Acquisition and Management)	Vendor is not responsible for the "acquisition" roles and responsibilities as listed in this Section. Note: Acquisition roles and responsibilities are defined in Number 3 of Table 8B.
Section 3.1.2.4 (Acquisition and Management), Table 5	Item 21: Commonwealth is not responsible for providing tracking data as Vendor has procured the Commonwealth-owned equipment/hardware on behalf of the Commonwealth.
Section 3.1.2.4 (Acquisition and Management), Table 5	Item 24: Vendor is not responsible for tracking and advising VITA in a timely manner of expiration and renewal requirements of device-specific licenses. Note: Asset inventory responsibilities are defined in the Special Support Service Roles and Responsibilities table below.
Section 3.1.2.4 (Acquisition and Management), Table 5	Item 28: Vendor is not responsible for cleansing storage media prior to dispositioning, disposal of the devices, or providing disposition reports.
Section 3.1.2.9 (Training and Knowledge Transfer)	Vendor is not responsible for the roles and responsibilities as listed in this Section.
Section 3.1.2.10 (Documentation)	Vendor is not responsible for the roles and responsibilities as listed in this Section.
Section 3.1.2.12 (Operations and Administration), Table 13	Item 12: The Commonwealth is financially responsible for replacement of defective parts.
Section 3.1.2.13 (Technology Refreshment and Replenishment)	Vendor is not responsible for the roles and responsibilities as listed in this Section.
Section 3.1.3.4 (IT Service Continuity and Disaster Recovery (DR) Services)	Vendor is not responsible for the roles and responsibilities as listed in this Section.
Appendix 3 to Schedule 3.3 (inclusive of Appendices)	
Section 3.1.3.5 (Operations and Administration), Table 6	Item 7: Vendor is not responsible for the disposition or sanitization of assets and related configuration documentation prior to disposal.
Appendix 5 to Schedule 3.3 (inclusive of Appendices)	
Section 3.1.2 (General Responsibilities), Table 1	Item 4: Vendor will not own devices receiving Special Support Service.
Section 3.1.2 (General Responsibilities), Table 1	Item 10: Special Support Service does not include "recovery Services."

Section 3.1.2 (General Responsibilities), Table 1	Item 16: Vendor is not responsible for providing Depot repairs resulting from hardware issues and failures.
Section 3.1.2 (General Responsibilities), Table 1	Item 19: Vendor is not responsible for the procurement or refresh of devices receiving Special Support Service; Special Support Service is not available for handheld devices.
Section 3.1.5 (Operations and Administration), Table 4	Item 3: Vendor is not responsible for performing "break/fix" associated with hardware failure.
Section 3.1.5 (Operations and Administration), Table 4	Item 4: Vendor is not responsible for performing "break/fix" associated with hardware failure.
Section 3.1.6 (On-Site Technical Support Services), Table 5	Item 5: Vendor is not responsible for the establishment, procurement, ownership, and maintenance of appropriate equipment sparing requirements and spares inventory levels to meet Service Levels for On-Site Technical Support.
Section 3.1.6 (On-Site Technical Support Services), Table 5	Items 11 through 13: Vendor is not responsible for Depot responsibilities for Problems associated with a device hardware failure.
Section 3.1.7 (Advanced Exchange and Depot Carry-in Maintenance)	Vendor is not responsible for the roles and responsibilities as listed in this Section.
Appendix 6 to Schedule 3.3 (inclusive of Appendices)	
Section 3.7 (Enterprise Handheld Services)	Vendor is not responsible for the roles and responsibilities as listed in this Section.
Appendix 12 to Schedule 3.3	
All	Special Support Service is not available for Eligible Customers governed by the terms of the Legacy Operations Framework.

Table 8-B. Special Support Service Roles and Responsibilities

Special Support Service Roles and Responsibilities	Vendor	VITA
1. Provide detailed requirements for the deployment or procurement of 15 or fewer devices to receive Special Support Service, as well as associated peripherals, through the eVA request process.		X
2. Provide detailed requirements for the deployment or procurement of 16 or more devices to receive Special Support Service, as well as associated peripherals, through the Work Request process.		X
3. Procure and deploy devices to receive Special Support Service, as well as a three-year warranty and associated peripherals, through the eVA request process or as specified in a Work Request.	X	

Special Support Service Roles and Responsibilities	Vendor	VITA
4. Collect, input, and maintain asset inventory records for devices receiving Special Support Service in Vendor's Asset Management System.	X	
5. Provide Help Desk Services consistent with an Incident Resolution "Priority 3 - Other Locations" for devices receiving Special Support Service; however such devices are excluded from Service Level Agreement calculations for Problems/Incidents related to hardware failure.	X	
6. Facilitate warranty replacement activities for defective devices receiving Special Support Service, within three years of purchase, using the approved warranty replacement process as specified by Vendor's Subcontractor.	X	
7. Coordinate warranty replacement activities with End-User: receiving of warranty replacement, collection/shipping of defective device to warranty center, setup of user account on warranty replacement device, and updating asset management system.	X	
8. Submit requests for discontinuing Vendor support of a device receiving Special Support Service through the Vendor Help Desk.		X
9. Upon receipt of Help Desk ticket to discontinue Special Support Service for a device, load factory image to the device.	X	
10. Update asset inventory records to identify device as unsupported upon receipt of Help Desk ticket to discontinue Special Support Service for a device.	X	
11. Dispose of each device in accordance with Commonwealth Security and Surplus Property Policies and Procedures."		X

2. In Schedule 10.1 (Fees), a new Section 5.3.15 is added as follows:

"Fees for Special Support Service

The following applies to devices receiving Special Support Service as described in Section 3.1.11 of Appendix 5 to Schedule 3.3:

- The Commonwealth will pay for each device to receive Special Support Service, as well as a three-year warranty and any associated peripherals. Vendor will procure such devices on behalf of the Commonwealth subject to the Fees in accordance with Section 5.5.1 (a) and (b) of this Schedule 10.1.
- Upon the Commonwealth's full payment to Vendor for such device, warranty, and peripherals, if any, ownership, title, and interest of such device will vest with the Commonwealth.
- The three-year warranty for each such device will commence upon procurement by Vendor.
- The Commonwealth must submit detailed requirements for additional or new (a) devices, and (b) associated peripherals to receive Special Support Service. The Commonwealth will

be financially responsible for the costs associated with one-time implementation costs (including labor hours to develop the Eligible Customer-specific image, load set and integrate (a) or (b) into the current environment), hardware, recurring third-party warranty/maintenance for hardware, and device-specific software.

- The recurring RU Fees that apply to each device receiving Special Support Service are (1) Support - Tablet, 4-year Refresh Rate, (2) Hard Drive Encryption for Workstations (HDEW), (3) LAN Port Charges, and (4) Help Desk – Per PC; recurring RU Fees commence upon deployment. (Note that hardware refresh does not apply to Special Support Service.)
- The recurring RU Fees do not include hardware, hardware warranty support, hardware upgrades, peripherals, device-specific software, and device-specific software maintenance for devices receiving Special Support Services, or any upgrades thereto. The Commonwealth will be financially responsible for all hardware, hardware warranty support, hardware upgrades, peripherals, device-specific software, and device-specific software maintenance for devices receiving Special Support Services and must provide detailed requirements when requesting the same.
- Microsoft Product Fees for devices are in accordance with Section 5.5.2 of this Schedule 10.1.
- Vendor will not keep available inventory of devices on behalf of the Commonwealth.
- The Commonwealth may request Vendor to store devices procured in advance of deployment activities through the Work Request process.
- Devices receiving Special Support Service are excluded from the requirements of Sections 3.5 (Technological Improvements) and 3.11 (Technology Refresh Plan) of the Agreement.”

3. In Attachment 10.1.3-A to Schedule 10.1 (Definition of Resource Units), the PC Support – Tablet 4-year Refresh Rate Resource Unit is deleted in its entirety and replaced with the following (the header row is shown for context only).

PC Support - Tablet	Unit	Definition
4-year Refresh Rate	Qty of PCs	Each tablet supported under a 4-year refresh rate, including each device receiving Special Support Service in accordance with Section 3.1.11 of Appendix 5 to Schedule 3.3. Devices receiving such Special Support Service are not eligible for refresh.

4. In Attachment 10.1.3-A to Schedule 10.1 (Definition of Resource Units), the Hard Drive Encryption for Workstations (HDEW) Resource Unit is deleted in its entirety and replaced with the following (the header row is shown for context only).

PC Software	Unit	Definition
Hard Drive Encryption for Workstations (HDEW)	Qty of Desktops, Laptops, Tablets	Software licensing, support, and maintenance for HDEW Service deployed to Desktops, Laptops, Tablets, and devices receiving Special Support Service in accordance with Section 3.1.11 of Appendix 5 to Schedule 3.3.

5. In Attachment 10.1.3-A to Schedule 10.1 (Definition of Resource Units), the following row of new text is inserted at the end of the "Other Services" Section (the header row is shown for context only).

Other Services	Unit	Definition
IMACs for Special Support Service	Qty of IMACs	One-time, non-recurring Fee for any deployment or reassignment to another End-User. In addition, relocations for greater than 15 devices receiving Special Support Service in accordance with Section 3.1.11 of Appendix 5 to Schedule 3.3. IMACs of greater than 15 systems at the same time will be treated as a priced project that will not exceed the cost calculated using the Resource Unit Rate times the number of IMACs involved. IMACs may not be separated into smaller groups in an attempt to avoid project designation.

6. In Attachment 10.1.3-A to Schedule 10.1 (Definition of Resource Units), the Help Desk Per PC Resource Unit is deleted in its entirety and replaced with the following (the header row is shown for context only).

Help Desk	Unit	Definition
Per PC	Desktop, Laptop, Tablet, or Handheld	Each desktop, laptop, tablet, or handheld, including each device receiving Special Support Service in accordance with Section 3.1.11 of Appendix 5 to Schedule 3.3.

7. In Attachment 10.1.4-B to Schedule 10.1 (Additional Resource Unit Baselines) the following row of new text is inserted at the end of the "Other Services" Section (the header row is shown for context only). The values for the periods prior to Contract Year 10 shall be "N/A." The values for Contract Years 10 through 13 shall be "0."

Other Services	Unit
IMACs for Special Support Service	Qty of IMACs

8. In Attachment 10.1.5-A to Schedule 10.1 (Post-Transition Phase Fees - Fixed Recurring Fees and Baseline Resource Unit Rates by Service Tower) the following row of new text is inserted at the end of the "Other Services" Section (the header row is shown for context only). The values for the periods prior to Contract Year 10 Stub shall be "N/A." The values for Contract Years 10 Stub through 13 are as shown below.

Other Services	Unit
IMACs for Special Support Service	Qty of IMACs

Year 10 Stub	Year 11	Year 12	Year 13
\$114.97	\$114.97	\$114.97	\$114.97

9. In Attachment 10.1.7 to Schedule 10.1 (Post-Transition Phase Fees - Additional Resource Charges (ARC) Rates by Service Tower) the following row of new text is inserted at the end of the "Other Services" Section (the header row is shown for context only). The values for the periods prior to Contract Year 10 Stub shall be "N/A." The values for Contract Years 10 Stub through 13 are as shown below.

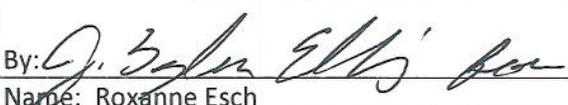
Other Services	Unit
IMACs for Special Support Service	Qty of IMACs

Year 10 Stub	Year 11	Year 12	Year 13
\$114.97	\$114.97	\$114.97	\$114.97

10. In Attachment 10.1.8 to Schedule 10.1 (Post-Transition Phase Fees - Reduced Resource Credits (RRC) Rates by Service Tower), the following row of new text is inserted at the end of the "Other Services" Section (the header row is shown for context only). The values for all periods through Contract Year 13 shall be "N/A."

Other Services	Unit
IMACs for Special Support Service	Qty of IMACs

The Parties have executed this Amendment No. 117 on the dates indicated below.

VITA for the Commonwealth of Virginia	Northrop Grumman Systems Corporation
By: 	By: 
Name: Francine C. Barnes	Name: Roxanne Esch
Contract Manager	Director, Contracts
Date: March 25, 2016	Date: 03/22/2016