



## 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

<b>Contract Number</b>	<b>VA-051114-NG</b>
<b>Amendment Number</b>	<b>90</b>
<b>Description of Contract Change</b> – Provide a brief description of contract change	Adds One-to-Many Paging Service to the CIA.
<b>Section(s) of CIA Referenced</b> – Identify section(s) of CIA modified, including Attachments and Schedules	<ul style="list-style-type: none"><li>• Appendix 13 to Schedule 3.3 (Other Services SOW)</li><li>• Addendum 1 to Appendix 13 to Schedule 3.3 (Other Services Technical Approach)</li><li>• Schedule 10.1 (Fees)</li></ul>

This is Amendment No. 90 to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor originally dated as of November 14, 2005 and as subsequently amended (hereinafter, "Amendment No. 90"). The Commonwealth and Vendor have agreed to modify the Comprehensive Infrastructure Agreement as set forth below. Except as expressly modified in Amendment No. 90, the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms used but not defined in Amendment No. 90 shall have the meanings assigned to them in the Agreement. Amendment No. 90 is effective as of September 1, 2013.

1. In Appendix 13 to Schedule 3.3 (Other Services SOW), a new section is added as follows.

**"Statement of Work for One-to-Many Paging Service**

Vendor will install, configure, support, and maintain an enterprise-level one-to-many paging service in accordance with the technical approach for any Eligible Customer receiving UCaaS Services (hereinafter referred to as "One-to-Many Paging"). One-to-Many Paging will allow designated UCaaS phone users to page two or more of the Eligible Customer's colocated UCaaS phones. Initial deployments of One-to-Many Paging for a Location must be requested by the Eligible Customer through the Work Request process and will be subject to the One-to-Many Paging Initiation Fees. Following initial deployment of One-to-Many Paging, any add, delete, or change to a paging initiator or group must be requested through the Telecommunications Service Request (TSR) process and will be subject to the UCaaS On-Site IMAC Fees, UCaaS Remote IMAC Fees, and/or One-to-Many Paging Phone Initiation Fees. All other changes to the operation or configuration of One-to-Many Paging must be requested by the Eligible Customer through the Work Request process and will be priced separately in accordance with the Agreement. The table below identifies the roles and responsibilities that Vendor and VITA will perform with respect to One-to-Many Paging.

**One-to-Many Paging Service Roles and Responsibilities**

One-to-Many Paging Roles and Responsibilities	Vendor	VITA
1. Procure hardware, hardware maintenance, software, software maintenance, and licenses for One-to-Many Paging.	X	
2. Provide detailed requirements for each Eligible Customer needing initial deployment of One-to-Many Paging through the Work Request process.		X
3. Configure and install One-to-Many Paging as specified in a Work Request.	X	
4. Submit a Telecommunications Service Request (TSR) with detailed requirements for each add, delete, or change to a paging initiator or paging group.		X
5. Provide detailed requirements for each Eligible Customer needing any other change to One-to-Many Paging through the Work Request process.		X
6. Complete other changes to One-to-Many Paging as specified in a Work Request.	X	

The table below identifies the Service Levels that apply to One-to-Many Paging.

**Service Levels for One-to-Many Paging Service**

Type	Service Level Agreement
Incident Resolution	Priority 3 – Other Locations
Response Time	Customer Contact Response Time
Incident Resolution	First Contact Resolution
Incident Resolution	Incident Closure Notice (e-mail/phone)”

2. In Addendum 1 to Appendix 13 to Schedule 3.3 (Other Services Technical Approach), a new section is added as follows.

**“Technical Approach for One-to-Many Paging Service**

Vendor will install InformaCast software on a virtual machine at CESC. As part of an initial deployment of One-to-Many Paging, Vendor will install a SingleWire paging gateway appliance for each Eligible Customer at each Location requested and Vendor will configure those UCaaS phones specified by the Eligible Customer as a ‘call initiator’ or ‘paging group member.’ Each Location requires an appliance and colocated Eligible Customers cannot share appliances. Vendor will provide summary training documentation for each Eligible Customer Location once the initial One-to-Many Paging implementation is complete. An End-User who has been designated as a call initiator by the Eligible Customer may initiate a broadcast to an Eligible Customer-specified paging group using the End-User’s designated UCaaS phone set; the communication will traverse the network to the CESC InformaCast software, which will then broadcast back to the Eligible Customer Location’s appliance in ‘unicast’ mode. Upon successful receipt of the ‘unicast’ transmission, the Eligible Customer Location’s appliance then sends a ‘multicast’ transmission to the requested paging group member phone sets.”

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

Other Services	Unit	Definition
One-to-Many Paging Location Initiation Fee	Per Eligible Customer per Location (One-time)	One-time, non-recurring fee per Eligible Customer Location to initiate One-to-Many Paging.
One-to-Many Paging Phone Initiation Fee	Per Phone Set (One-time)	One-time, non-recurring fee per UCaaS phone set to initiate One-to-Many Paging.
One-to-Many Paging	Per Phone Set (Recurring)	Monthly, recurring fee per UCaaS phone subscribed to One-to-Many Paging.

4. In Attachment 10.1.4-B to Schedule 10.1 (Additional Resource Unit Baselines) the following rows of new text are inserted at the end of the “Other Services” Section. The values for the periods prior to Contract Year 8 shall be “N/A.” The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
One-to-Many Paging Location Initiation Fee	Per Eligible Customer per Location (One-time)
One-to-Many Paging Phone Initiation Fee	Per Phone Set (One-time)
One-to-Many Paging	Per Phone Set (Recurring)

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
0	0	0	0	0	0
0	0	0	0	0	0
860	860	860	860	860	860

5. 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 values under the heading of "Voice Network" in the row "Management Services" beginning with Contract Year 8 are deleted and replaced with the following. (The header row is shown below for context only and the values prior to Contract Year 8 remain unchanged.)

Voice Network	Unit
Management Services	Fixed Recurring

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
625,440	625,440	625,440	625,440	625,440	625,440

6. 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 rows of new text are inserted at the end of the "Other Services" Section. The values for the periods prior to Contract Year 8 shall be "N/A." The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
One-to-Many Paging Location Initiation Fee	Per Eligible Customer per Location (One-time)
One-to-Many Paging Phone Initiation Fee	Per Phone Set (One-time)
One-to-Many Paging	Per Phone Set (Recurring)

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
1.05	1.05	1.05	1.05	1.05	1.05

7. In Attachment 10.1.7 to Schedule 10.1 (Post-Transition Phase Fees - Additional Resource Charges (ARC) Rates by Service Tower) the following rows of new text are inserted at the end of the "Other Services" Section. The values for the periods prior to Contract Year 8 shall be "N/A." The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
One-to-Many Paging Location Initiation Fee	Per Eligible Customer per Location (One-time)
One-to-Many Paging Phone Initiation Fee	Per Phone Set (One-time)
One-to-Many Paging	Per Phone Set (Recurring)

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
1,345.00	1,345.00	1,345.00	1,345.00	1,345.00	1,345.00
37.65	37.65	37.65	37.65	37.65	37.65
1.05	1.05	1.05	1.05	1.05	1.05

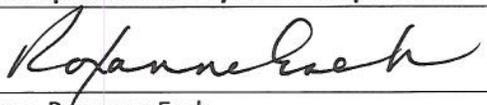
8. In Attachment 10.1.8 to Schedule 10.1 (Post-Transition Phase Fees - Reduced Resource Credits (RRC) Rates by Service Tower) the following rows of new text are inserted at the end of the "Other

Services” Section. The values for the periods prior to Contract Year 8 shall be “N/A.” The values for Contract Years 8 through 13 are as shown below (the header row is shown for context only).

Other Services	Unit
One-to-Many Paging Location Initiation Fee	Per Eligible Customer per Location (One-time)
One-to-Many Paging Phone Initiation Fee	Per Phone Set (One-time)
One-to-Many Paging	Per Phone Set (Recurring)

Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
0.00	0.00	0.00	0.00	0.00	0.00

The Parties have executed this Amendment No. 90 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: <i>9/20/2013</i>	Date: <i>September 18, 2013</i>