INFRASTRUCTURE PARTNERSHIP

Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Number	VA-051114-NG
Amendment Number	Amendment No. 54
Requested By:	Rick Herycyk
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	Schedule 3.21 Economic Development
Description of Requested Contract Change – Provide a brief description of contract change	Request is to clarify economic development goals in CIA Section 3.21 with consideration to the schedule changes in the Southwest backup data center (SWESC)
Impact Assessment (Section to be filled out by Northrop Grumman) – Provide a detailed evaluation of the impact(s) that the requested contract change may have on certain aspects of the contract (i.e. SLAs, Price, Implementation Plan, Critical Milestones, etc.)	Adjust the goals due to SWESC schedule changes in year 1; this change will not impact other aspects of the contract as it doesn't change the ultimate goals
Attachments – List documents submitted with "Amendment Request"	Schedule 3.21 Economic Development

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

The following CIA Schedule 3.21 (Economic Development) is hereby amended in its entirety as specified below.

SCHEDULE 3.21
TO THE
COMPREHENSIVE INFRASTRUCTURE AGREEMENT

ECONOMIC DEVELOPMENT

Schedule 3.21 - Economic Development

Below are the economic development goals which Vendor will endeavor to achieve:

Anticipated New Northrop Grumman Employment	**Year 1***	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
Richmond Enterprise Solution Center and metro area	7	20	40	60	80	100	120	120	120	120
Southwest Enterprise Solution Center	6	54	133	219	295	295	295	295	295	295
Northrop Grumman Internal DR/Backup	0	10	20	35	50	60	65	75	75	75
Total Anticipated Headcount	**13**	**84**	**193**	**314**	**425**	**455**	**480**	**490**	**490**	**490**
Anticipated New NG Payroll ($K)										
Richmond Enterprise Solution Center and metro area	245	700	1,400	2,100	2,800	3,500	4,200	4,200	4,200	4,200
Southwest Enterprise Solution Center	210	1,890	4,655	7,665	10,325	10,325	10,325	10,325	10,325	10,325
Northrop Grumman Internal DR/Backup	0	350	700	1,225	1,750	2,100	2,275	2,625	2,625	2,625
Total Anticipated Salaries	**455**	**2,940**	**6,755**	**10,990**	**14,875**	**15,925**	**16,800**	**17,150**	**17,150**	**17,150**
Base Salary Before Payment ($K)										
Richmond Enterprise Solution Center and metro area	182	525	1,050	1,575	2,100	2,625	3,150	3,150	3,150	3,150
Southwest Enterprise Solution Center	156	1,404	3,458	5,749	7,744	7,744	7,744	7,744	7,744	7,744
Northrop Grumman Internal DR/Backup	0	263	525	919	1,313	1,575	1,706	1,969	1,969	1,969
Total Base Salary for Payment Calculation	**338**	**2,192**	**5,033**	**8,243**	**11,157**	**11,944**	**12,600**	**12,863**	**12,863**	**12,863**
Maximum Payment ($K)	**25**	**50**	**100**	**250**	**250**	**300**	**300**	**325**	**350**	**350**

If Vendor fails to achieve the above applicable Total Base Salary for Payment Calculation goal, Vendor will pay to the Commonwealth an amount which will be calculated as follows:

> **(Total Base Salary for Payment Calculation)** *minus* **(Annualized based salaries as of the end of each Contract Year)** with the result multiplied by five percent (5%).

The Parties agree that in no event will Vendor be obligated to pay an amount in excess of the amount shown above in the **Maximum Payment ($K)** row. "New Northrop Grumman Employment" means new employees on Northrop Grumman's payroll in the Commonwealth of Virginia. These positions support NG internal and external activities, not VITA operations. "New NG Payroll" means the projected annual salaries for the New Northrop Grumman Employment positions.
*Year 1 based on actual performance

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: _____

Northrop Grumman Information Technologies, Inc.

By: _____

Name: James L. Dietz

Title: Contract Director

Date: _____