



AMENDMENT #8 TO
AMENDED AND RESTATED
TYPE 2 WORK ORDER #CY7-001
DATA CENTER AD HOC SERVER SUPPORT

TYPE 2 WORK ORDER #CY7-001

This Amendment #8 to Type 2 Work Order #CY7-001 ("**Amendment #8**") amends Type 2 Work Order #CY7-001, with an original Effective Date of December 24, 2019, by replacing, amending and restating in its entirety Type 2 Work Order #CY7-001 with the following amended and restated IT Services Type 2 Work Order #CY7-001 for the purposes of extending the period of performance from June 30, 2024, to June 30, 2025, and increasing authorized funding for such Services by \$746,540 from \$2,809,177 to \$3,555,717.

This Type 2 Work Order #CY7-001 ("**Work Order**") is an attachment and addition to the IT Services Agreement dated as of the Effective Date (hereinafter "**Agreement**") entered into by and between County of Orange ("**County**") and Science Applications International Corporation ("**Vendor**") and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Other Services Work Order, the terms of the Agreement shall prevail and nothing in this Other Services Work Order shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Requirements, Schedules, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the change control process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Type 2 Work Order #CY7-001.

1. WORK ORDER NUMBER

CY7-001

2. EFFECTIVE DATE

This Work Order shall be effective December 24, 2019, once it is fully executed by authorized representatives of both Parties.

3. PROJECT NAME

Data Center Ad Hoc Server Support

4. PROJECT SUMMARY

The County hereby requests that the Vendor assist the County by performing ad hoc server Services projects.

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

Orange County Information Technology ("**OCIT**") requires ad hoc [REDACTED] server Services IT projects.

6. WORK ORDER TYPE

Other Services only Work Order (for Work Orders that do not include base Services elements)

- Other Services and base Services combination Work Order (for Work Orders that include both Other Services and base Services elements)

As to Other Services and base services combination Work Orders, provide a description of each of the Other Services and base Services components of this Work Order:

N/A

6.1. Staffing Resource Order

- Staffing Resource Order Services. Notwithstanding any other provision of the Agreement, County agrees that overtime, as required by applicable law, will be paid by County for Vendor Personnel performing staff augmentation Services, only upon prior written approval by County to Vendor for overtime eligible Services to be performed by Vendor Personnel.

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance

7. COUNTY SPONSOR, ORIGINATING SERVICE REQUEST, AND COUNTY BUDGET INFO

County Sponsor	KC Roestenberg, Chief Information Officer
Service Request Number	WO #11
County Budget Info	Various. Depends on the department that submitted the request.

8. VENDOR ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Don Perrier	Donald.Perrier@saic.com	Program Management
Data Center Director	Dave Snyder	david.snyder@saic.ocgov.com	Project Oversight
PMO Manager	Ben Page	benjamin.c.page@saic.com	PMO
Project Manager	Tim Taylor	timothy.c.taylor@saic.com	Project Management
Project Manager	Edna Suffredini	Edna.Suffredini@saic.ocgov.com	Project Management
System Administrator/ Operator, Senior	Various	Various	System Administration
System Administrator/ Operator, Junior	Various	Various	System Administration
Storage Management Engineer	Bill Clements	bclements@vology.com	Storage Management Engineering
Storage Management Engineer	Osman Mohammed	omohammed@vology.com	Storage Management Engineering
Database Administrator	Alex Arkof	alex.arkof@saic.ocgov.com	Database Administration
Database Administrator	Dennis Madrid	dennis.madrid@saic.ocgov.com	Database Administration
Database Administrator	Edwin Gabor	edwin.gabor@saic.ocgov.com	Database Administration

9. PROJECT SCHEDULE & SERVICES

9.1. Schedule

No.	Task	Start Date	End Date	Duration
1.	Provide █████ System Administrator/Operator staff support	2/3/2020	6/30/2025	Approx. 65 months
2.	Provide Security Systems Engineering staff support	2/3/2020	6/30/2025	Approx. 65 months
3.	Provide Database Administrator staff support	2/3/2020	6/30/2025	Approx. 65 months
4.	Provide Storage Management Engineering staff support	2/3/2020	6/30/2025	Approx. 65 months
5.	Provide Project Management staff support	2/3/2020	6/30/2025	Approx. 65 months
6.	Provide Technical Architect staff support	2/3/2020	6/30/2025	Approx. 65 months

9.2. Services

Upon Vendor's receipt of a Service Request from County for a Service(s) described below, the Vendor will, on an hourly time and materials ("T&M") basis:

9.2.1 County eDiscovery, Human Resources Investigations and California Public Records Act Requests:

Perform eDiscovery, Human Resources ("HR") investigations and California Public Records Act ("PRA") requests for the email environments and file servers of the departments listed below as directed and approved by the County Chief Information Security Officer or his/her designee. OCIT and the following departments are authorized to receive such Services: Orange County Public Works ("OCPW"), Orange County Community Resources ("OCCR"), Orange County Probation Department ("PROB"), Orange County Child Support Services ("CSS"), Orange County Waste and Recycling ("OCWR") shared services, Children and Families Commission of Orange County ("CFCOC"), County Counsel ("COCO"), Registrar of Voters ("ROV"), Board of Supervisors ("BOS"), HR, Risk Management, Purchasing, Real Estate/Land Development, Clerk of the Board ("COB"), County Executive Office ("CEO") and Social Services Agency ("SSA").

9.2.1.1 As to the eDiscovery Services, the County Chief Information Security Officer ("CISO") and/or their designee may identify to Vendor, following the established eDiscovery process, matters considered by County to be a "Significant eDiscovery Matter" where, prior to the start of each Significant eDiscovery Matter: (1) the County shall provide Vendor with one County defined billing account code that includes a unique title designated by the County for each Significant eDiscovery Matter; and (2) Vendor shall invoice the County for all Vendor billable labor for each Significant eDiscovery Matter. As part of each monthly invoice Vendor submits to County for all the above Services described in this Section 9.1.1, said invoice shall track for each Significant eDiscovery Matter:

- 9.2.1.1.1 The quantities of hours and dollars of all billable Services performed on each Significant eDiscovery Matter;
- 9.2.1.1.2 The name and applicable labor category of each Vendor employee who performed such Significant eDiscovery Matter Services; and
- 9.2.1.1.3 The hourly rate for each Vendor employee who performed such Significant eDiscovery Matter Services.

- 9.2.1.2 The Parties agree that notwithstanding any other provision of this Work Order, Services performed by Vendor under this Work Order may be performed using, in Vendor's reasonable discretion, and with County's written approval, any then currently authorized Labor Category(s) agreed to in this Work Order, including junior and senior levels of such Labor Category(s).
- 9.2.2 Provide support for the County's [REDACTED] server services end of life ("EOL") refresh project to upgrade [REDACTED] server services environments that have reached EOL.
- 9.2.3 Provide support to the County with its migration from [REDACTED] on premise to [REDACTED].
- 9.2.4 Provide IT onboarding support for the annual changes in the County's Grand Jury panel.
- 9.2.5 Provide support for the upgrade or design changes of the County's enterprise OnBase environment.
- 9.2.6 Provide ad hoc [REDACTED] server services projects as directed and authorized by the County, other than the Services described in Section 9.1.2 above.
- 9.2.7 Services Process:
The process for County to receive any of the above ad hoc Services is as follows:
- 9.2.7.1 The County will submit a Service Request to Vendor with the requirements for ad hoc Services.
- 9.2.7.2 Vendor will provide a Time and Materials hourly estimate and a proposed estimated schedule to perform such Services.
- 9.2.7.3 As evidence of County's authorization for Vendor to perform such Services at the estimated price and schedule, the County will provide the billing account code ("BAC") code for authorization for the requested Services.
- 9.2.7.4 Vendor will create a unique charge number specific to the BAC code for time charging.
- 9.2.7.5 Vendor will update the project ticket and provide updates to the County as to the status and progress of the Services for each County authorized Service Request.
- 9.2.8 Provide one-time Services to transition workloads and put data under protection for John Wayne Airport ("JWA"):
- 9.2.8.1 Network and security enablement E2E.
- 9.2.8.2 Service enablement and construct for JWA workloads.
- 9.2.8.3 Validation of Service enablement and communications to and from JWA workloads.
- 9.2.8.4 Coordination with OCIT for [REDACTED] and required interfaces.
- 9.2.8.5 Creation of backup policies, jobs and schedules.
- 9.2.9 Initial ingestion of JWA workloads to [REDACTED] and subsequent replication to [REDACTED].
- 9.2.10 Perform SQL patching Services on approximately seventy-five (75) Probation non-production databases no more than three (3) times per year through 6/30/2025.

9.3. Training

N/A

9.4. Software

N/A

9.5. Equipment and Other Assets

N/A

9.6. Risks and Risk Mitigation

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	N/A				

10. PRICING SUMS

PRICING SUMS	
Maximum Project Fees	\$3,555,717
Key Milestone Fees	N/A

11. ACCEPTANCE

Subsections 11.1 through 11.4 are not applicable as agreed to in Section 15.

11.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section 14 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

11.2. Acceptance Testing

Unless explicitly provided in this Work Order, the Acceptance Tests shall be as described in this Work Order and otherwise defined in the Agreement.

11.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 8.3 of the Agreement.

11.4. Final Acceptance Sign-Off Procedure

N/A

12. PROJECT REPORTS

Provide the following Reports:

- Weekly Project status reports – project reporting to be provided through the bi-weekly Projects ORT meeting.
- Project kickoff event summary report – N/A

- Project close-out cost and key learning report – NA
- As needed written reports as may be reasonably requested by County to monitor the status of the Services under this Work Order
- Other (provide description):

N/A

13. ADDITIONAL REQUIREMENTS

13.1. Assumptions

13.1.1. The Services to be provided under this Work Order on an ad hoc basis, are Services defined as support of department infrastructure and applicable software that is not covered by an in-scope Service / resource unit (“RU”) already delineated in the Agreement.

13.1.2. The County is responsible for providing, at its sole expense, all equipment to be used for storage (e.g., hard drives, USB drives, network attached storage, etc.) needed for Vendor to perform the Services.

13.1.3. All Services, except as otherwise agreed to in an authorized Service Request and/or Section 9 herein, will be managed by Vendor.

13.1.3.1. Vendor will have access to the relevant [REDACTED] (“[REDACTED]”) servers, [REDACTED] and [REDACTED] for OCPW, CSS, OCCR, PROB and OCWR.

13.1.3.2. Vendor will be assigned the following roles for [REDACTED] accounts in the above [REDACTED] service environments:

Role	Allows
Discovery Management	[REDACTED]
Mailbox Import Export	
Mail Recipient Creation	
Retention Management	

13.1.3.3. The current process used for e-Discovery, HR Investigations and PRAs will follow the existing Vendor process. OCIT Security personnel will engage directly with Vendor’s CISO for coordination and management of tasks originating from this scope.

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14. DELIVERABLES

DELIVERABLES			
No.	Deliverable Name	Deliverable Date	Acceptance Criteria
1.	N/A	N/A	N/A

15. MILESTONES

MILESTONES									
No.	Milestone Name	Key Milestone? (Y/N)	Milestone Date	Included Deliverables	Key Milestone Allocation (Percentage)	Key Milestone Allocation (Dollars)	Holdback Amount	Key Milestone Scheduled Duration (Months)	Monthly Key Milestone Payment*
1.	Provide Services described in Section 9 of this Work Order.	N/A	N/A	<ul style="list-style-type: none"> ▪ None 	N/A	N/A	N/A	65	There are no monthly Milestone payments.

* As this is a T&M staff augmentation Work Order the Parties agree that, notwithstanding any other provision of this Work Order and the Agreement, there are no Milestones and no Key Milestones and Vendor shall only be paid each month for the invoiced actual hour(s) of staff augmentation Services performed by Vendor Personnel billed pursuant to the Option 2 – Time and Materials provisions of Section 16.1 of this Work Order. It is also agreed that notwithstanding any other provisions of the Agreement and consistent with Section 7.4 of the Agreement, including Section 4.1 of Schedule 4, the provision of such hourly Services is the Deliverable, which is not subject to Fee Reductions, Acceptance Criteria and Final Acceptance. However, the Agreement requires that such hourly Services shall be performed pursuant to Section 21.1.2 (Service Delivery) of the Agreement

16. KEY MILESTONES PAYMENTS TABLE

N/A

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17. INVOICING**17.1. Fees****[Option 1 – Fixed Fee]**

The total Fees to be paid by County to Vendor for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be \$_____ (the “Fixed Fee Fees”). For the avoidance of doubt, Vendor agrees that this is a Fixed Fee arrangement in which Supplier, subject to the other limitations in this Work Order and the Agreement, will provide all services necessary to provide the Services described in this Work Order for the Fixed Fee specified herein, regardless of the actual number of hours required or actually worked by Vendor to provide such Services.

Vendor shall specify the percentage and dollar allocations of the Fixed Fee Fees and estimated hours for each Critical Milestone.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	N/A				
Est. Total Labor					
Fixed Fee Fees					

Option 2 - Time and Materials

County will be billed on an hourly basis pursuant to the rates and approved pricing set forth in Appendix 3.1 to Schedule 3 based upon the actual hours worked by Vendor Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Vendor estimates that the Fees for all Time and Materials to complete the Services under this Work Order are **\$3,555,717**. The foregoing represents Vendor’s best, good faith estimate of the Fees required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Vendor will provide written notice to County and obtain County’s written approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Vendor for work rendered in excess of the above estimate prior to the County’s written approval of additional Fees in excess of Vendor’s estimate, or (2) in excess of the Maximum Project Charges.

Vendor shall specify the estimated allocations for the Time and Materials estimate and estimated hours for each Vendor Resource Title.

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestone 1 - Provide Services described in Section 9 of this Work Order							
1.	Systems Administrator/ Operator (CY7 & CY8)	Senior	Onsite (Customer)	\$123	10,998	N/A	\$1,352,754
2.	Security Systems Engineer (CY7 & CY8)	Junior	Onsite (Customer)	\$117	451	N/A	\$52,767.00
3.	Project Manager (CY7 & CY8)	Senior	Onsite (Customer)	\$190	850	N/A	\$161,500
4.	Systems Administrator/ Operator (CY9 & CY10)	Senior	Onsite (Customer)	\$127	8,228	N/A	\$1,044,956

5.	Project Manager (CY9 & CY10)	Senior	Onsite (Customer)	\$196	800	N/A	\$156,800
6.	Systems Administrator/Operator (CY9 & CY10)	Junior	Onsite (Customer)	\$101	400	N/A	\$40,400
7.	Systems Administrator/ Operator (CY11)	Senior	Onsite (Customer)	\$131	4,600	N/A	\$602,600
8.	Project Manager (CY11)	Senior	Onsite (Customer)	\$202	460	N/A	\$92,920
9.	Systems Administrator/Operator (CY11)	Junior	Onsite (Customer)	\$104	400	N/A	41,600
10.	Database Administrators (CY11)	Senior	Onsite (Customer)	\$157	60	N/A	9,420
Milestone 1 Totals					27,247	N/A	\$3,555,717
Est. Total Labor					27,247	N/A	\$3,555,717
Fixed Fee Fees					N/A	N/A	N/A

[Option 3 – Pass Through Plus Mark-Up]

County will be billed on a pass through plus Mark-Up basis, pursuant to Section 3.1.7. of Schedule 3, for third party goods and services acquired on behalf of County by Vendor. Vendor estimates that the Fees for all pass through plus mark-up Deliverables are collectively \$_____. The foregoing represents Vendor's best, good faith estimate of the Fees required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Vendor will provide written notice to County and obtain County's Approval in advance of incurring such excess cost. County has no obligation with respect to any amounts invoiced by Vendor for work rendered in excess of the above estimate prior to the County's Approval of additional Fees in excess of Vendor's estimate.

Vendor shall specify the percentage and dollar allocations for the pass through plus mark-up Fees by line item as provided in the sample below. Vendor's hourly rates must be consistent with rates set forth under Appendix 3.1 to Schedule 3.

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.	N/A				
Total Pass Through Plus Mark-Up Fees					

17.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Section 11.3 of the Agreement.

17.3. Pass Through Expenses

None

18. ATTACHMENTS

N/A

19. CHANGES

No changes to a Type 1 Work Order shall be effective without prior County Approval. Any change in price to a Type 1 Work Order that increases the price of a Type 1 Work Order to an amount greater than the then current County Contract Policy Manual §3.3-102(1)(a) will require written Approval from the County's Board.

No changes to a Type 2 Work Order shall be effective without prior County Approval. Any increase in price to a Type 2 Work Order will require written Approval from the County's Board.

20. VENDOR PERSONNEL COSTS

Pursuant to Schedule 3, there shall be no Fees to County under this Work Order for any entertainment, vacation, sick time, holidays, paid time off, or other similar costs or expenses in connection with the Vendor Personnel.

21. TERMINATION

Pursuant to Section 14.2 (Termination by the County for Convenience) of the Agreement, County may terminate this Work Order for convenience upon providing Supplier with three (3) Business Days prior written notice. Upon any such termination of this Work Order, County's sole liability shall be the payment of any undisputed Charges incurred through the effective date of termination. For the avoidance of doubt, there shall be no termination fee for County's termination of this Work Order pursuant to Section 14.2 (Termination by the County for Convenience) of the Agreement.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the undersigned have caused this Amendment #8 to be duly executed and effective as of the date described above.

Science Applications International Corporation

County of Orange

Signature: Mark Holt
Authorized Representative

Signature: _____
Authorized Representative

Name: Mark Holt

Name: KC Roestenberg

Title: Contracts, Senior Principal

Title: Chief Information Officer

Date: April 2, 2024

Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

David Obrand

David Obrand, Deputy County Counsel