



AMENDMENT #5 TO

AMENDED AND RESTATED

TYPE 2 WORK ORDER #CY7-005

ONBASE TECHNICAL APPLICATIONS AND PROJECT MANAGEMENT SUPPORT

TYPE 2 WORK ORDER #CY7-005

This Amendment #5 to Type 2 Work Order #CY7-005 ("**Amendment #5**") amends Type 2 Work Order #CY7-005, with an original Effective Date of December 24, 2019, by replacing, amending and restating in its entirety Type 2 Work Order #CY7-005 with the following amended and restated Type 2 Work Order #CY7-005 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 \$154,288, from \$751,334 to \$905,622.

This Type 2 Work Order #CY7-005 ("**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 #CY7-005.

1. WORK ORDER NUMBER

CY7-005

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

OnBase Technical Applications and Project Management Support

4. PROJECT SUMMARY

The County has requested that Vendor assist the County by providing staff augmentation support by way of one (1) full time Junior Software Specialist and one (1) part time Senior Project Manager to support multiple OnBase applications and project efforts.

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

Orange County Information Technology ("**OCIT**") is requesting the above generally described staff augmentation Services to support multiple OnBase applications and projects throughout the County.

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
Software Specialist, Junior	Michael Vu	michael.vu@saic.ocgov.com	Software Specialist support as described in Section 9.1.1.1 of this Work Order	OC Data Center
Project Manager, Senior	Edna Suffredini	edna.suffredini@saic.ocgov.com	PM support as described in Section 9.1.1.2 of this Work Order	OC Data Center

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

County Sponsor	KC Roestenberg, Chief Information Officer Jayesh Patel, Director, E-Gov Software Applications
Service Request Number	WO #7 and WO #CY5-003
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	don.perrier@saic.com	Program Management
PMO Manager	Ben Page	benjamin.c.page@saic.com	PMO
Software Specialist, Junior	Michael Vu	michael.vu@saic.ocgov.com	OnBase Software Specialist Support
Project Manager, Senior	Edna Suffredini	edna.suffredini@saic.ocgov.com	OnBase PM support

9. PROJECT SCHEDULE & SERVICES

9.1. Schedule

No.	Task	Start Date	End Date	Duration
1.	Provide staff augmentation support Services by providing a Junior Software Specialist.	2/3/2020	6/30/2025	Approx. 65 months
2.	Provide staff augmentation support Services by providing a Senior Project Manager.	2/3/2020	6/30/2025	Approx. 65 months

9.2. Services

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

- 9.2.1 Provide staff augmentation Services in the form of one (1) full time Junior Software Specialist and/or one (1) part time Senior Project Manager. The County agrees that there may be instances where Vendor cannot provide such staff on a full time basis for reasons outside of the reasonable control of Vendor, including but not limited to illness, vacation, absences required by law and normal employee turnover.
- 9.2.2 The one (1) full time Junior Software Specialist will perform, but not be limited, to the following staff augmentation Services:
- A. Provide OnBase application incident analysis and management from tickets routed via the Service Management Suite ("SM") powered by ██████████.
 - B. Provide Level 2 Support to all OnBase application users in addition to Level 1 support provided via ██████████.
 - C. Provide ██████████ ticket resolution and escalation to Level 3 OnBase Applications Team for further investigation and resolution.
 - D. Document resolution to all OnBase assigned ██████████ service requests in the ██████████ system.
 - E. Any other activities as assigned by OCIT management.
- 9.2.3 The one (1) part time Senior Project Manager will, on an ad hoc basis, perform but not be limited, to the following staff augmentation Services:
- A. Project management services in support of strategic programs across multiple County departments running critical OnBase applications.
 - B. Requests for such Services will be made in advance by the County to Vendor by way of a service request in ██████████. For each such separate County service request, the County shall provide Vendor with a Billing Account Code ("BAC").
 - C. Any other activities as assigned by OCIT management.
- 9.2.4 The process for County to receive any of the above Services is as follows:
- A. The County will submit a Service Request to Vendor requesting the staff augmentation Services described above.
 - B. Vendor will reply confirming if it does or does not currently have the requested Vendor Personnel available to perform such Services.
 - C. As evidence of County's authorization for Vendor to perform such Services, the County will provide the BAC code for the requested Services.
 - D. Vendor will create a unique charge number specific to the BAC code for time charging.

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	\$905,622
Key Milestone Fees	N/A

11. ACCEPTANCE

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 as 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 kickoff event summary report
- Project close-out cost and key learning report

- 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):
None.

13. ADDITIONAL REQUIREMENTS

None.

[Remainder of this page is intentionally left blank]

14. DELIVERABLES

DELIVERABLES			
No.	Deliverable Name	Deliverable Date	Acceptance Criteria
1.	Provide Software Specialist Services	N/A	▪ Provision of Services
2.	Provide Project Manager Services	N/A	▪ Provision of Services

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 staff augmentation support Services by providing a Junior Software Specialist.	N/A	N/A	▪ Del. 1	N/A	N/A	N/A	Approx. 65 months	N/A
2.	Provide augmentation support Services by providing a Senior Project Manager.	N/A	N/A	▪ Del. 2	N/A	N/A	N/A	Approx. 65 months	N/A

* 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

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 Vendor 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 Vendor, 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 Milestone.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.					
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 \$905,622. 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 Fees.

Vendor shall specify the percentage and dollar allocations for the Time and Materials estimate and estimated hours for each Milestone by role. Vendor’s hourly rates must be consistent with rates set forth under Appendix 3.1 to Schedule 3.

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestone 1 - Provide Software Specialist staff support							
1.	Software Specialist (CY7 & CY8)	Junior	Onsite (Customer)	\$83	4,638	N/A	\$384,954
2.	Software Specialist (CY9 & CY10)	Junior	Onsite (Customer)	\$85	3,968	N/A	\$337,280
3.	Software Specialist (CY11)	Junior	Onsite (Customer)	\$88	1,976	N/A	\$173,888

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestone 1 Totals					10,582	N/A	\$896,122
Milestone 2 - Provide PM staff support							
1.	Project Manager (CY7 & CY8)	Senior	Onsite (Customer)	\$190	50	N/A	\$9,500
2.	Project Manager (CY9 & CY10)	Senior	Onsite (Customer)	\$196	0	N/A	\$0
3.	Project Manager (CY11)	Senior	Onsite (Customer)	\$202	0	N/A	\$0
Milestone 2 Totals					50	N/A	\$9,500
Est. Total Labor/Est. T&M Fees					10,632	N/A	\$905,622

[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.					
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

No.	Line Item	Pass Through Expenses
1.	N/A	
Total Pass Through Expenses Fees		

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 Vendor 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 Fees 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 #5 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: March 26, 2024

Date: _____

**APPROVED AS TO FORM
COUNTY COUNSEL**



David Obrand, Deputy County Counsel