



AMENDMENT #3 TO
AMENDED AND RESTATED
IT SERVICES WORK ORDER #CY8-010
BADGE ACCESS STAFF SUPPORT

IT SERVICES WORK ORDER #CY8-010

This Amendment #3 to Type 2 Work Order #CY8-010 ("**Amendment #2**") amends Work Order #CY8-010, with an original Effective Date of February 10, 2022, by replacing, amending and restating in its entirety Work Order #CY8-010 with the following amended and restated IT Services Type 2 Work Order #CY8-010 for the purposes extending the period of performance from June 30, 2024, to June 30, 2025, and increasing authorized funding for such Services by \$104,728 from \$227,401 to \$332,129.

This IT Services Work Order #CY8-010 ("**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 IT Services Work Order #CY8-010.

1. WORK ORDER NUMBER

CY8-010

2. EFFECTIVE DATE

This Work Order shall be effective February 10, 2022, once it is fully executed by authorized representatives of both Parties.

3. PROJECT NAME

Badge Access Staff Support

4. PROJECT SUMMARY

The County hereby requests that the Vendor assist the County by providing one (1) full time Badging Specialist Vendor Personnel staff with experience in [REDACTED] badge software to augment OCIT badge access services at the County Administration South ("**CAS**") facility.

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

The County requires onsite badging support at the CAS facility.

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 |
|--------------------|-------------------|----------------------------------|--|----------------------------------|
| Badging Specialist | Alan Luna | alan.luna@saic.ocgov.com | Badging Support (02/28/22 – 03/17/23) | Orange County Data Center |
| Badging Specialist | Kimberly Ambrocio | Kimberly.Ambrocio@ocit.ocgov.com | Badging Support (04/10/23 - present) | Orange County Data Center |

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

| | |
|------------------------|-----------------------------------|
| County Sponsor | Ray O'Grady |
| Service Request Number | REQ0065633 (also see INC00649825) |
| County Budget Info | DS60B |

8. VENDOR ROLES AND RESPONSIBILITIES

| Resource Title | Name | Contact Information | Responsibilities |
|--------------------|-------------------|----------------------------------|------------------|
| Badging Specialist | Alan Luna | alan.luna@saic.ocgov.com | Badging Support |
| Badging Specialist | Kimberly Ambrocio | Kimberly.Ambrocio@ocit.ocgov.com | Badging Support |

9. PROJECT SCHEDULE & SERVICES

9.1. Schedule

| No. | Services | Start Date | End Date | Estimated Duration |
|-----|--|------------|----------|-------------------------|
| 1. | Provide Badging Specialist staff support | 2/28/22 | 6/30/25 | Approximately 40 months |

9.2. Services

Vendor will, on an hourly time and materials (“T&M”) basis provide, by way of, one (1) full time Junior Badging Specialist, Vendor Personnel augmentation Services, as described below:

- Provide card issuance, card revocation
- Provision and bind security levels to cards
- Maintain the central call center for card requests, address maintenance issues and projects, and will escalate maintenance issues to County’s service delivery team as necessary
- Provide first level support for card issues using [REDACTED] software system
- Audit cardholder profiles/quality control using [REDACTED] software system
- Maintain card stock inventory
- Perform card printer preventative maintenance
- Maintain credential template layout documentation
- Provide administrative support for infrastructure projects as needed
- Provide reporting and analyzing data to County from the [REDACTED] software system
- Audit [REDACTED] cardholder data entry fields and develop corrective reports
- Any other related activities as assigned by OCIT.

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 | \$332,129 |
| 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, as applicable:

- 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

This Work Order is premised on the following assumptions. A change in or a failure to satisfy an assumption may require an increase in the Work Order price, a modification to the schedule and/or a change to the Services:

- For any environment not managed by Vendor, County shall provide Vendor's Junior Badging Specialist the appropriate access required to complete the Services in Section 9.2.
- The Parties have mutually agreed to an hourly rate of \$49 for Contract Year 8 and \$51 for Contract Year 9 and Contract Year 10 and \$53 for Contract Year 11 for the Badging Specialist.

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14. DELIVERABLES

| DELIVERABLES | | | | | |
|--------------|-----------------------|------------------------|------------------|-------------------------|-------------------|
| No. | Deliverable Name | Key Deliverable? (Y/N) | Deliverable Date | Acceptance Criteria | Weighting Factor* |
| 1. | Provision of Services | N/A | N/A | ▪ Provision of Services | N/A |

* The sum of this column should equal one-hundred percent (100%).

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 Badging Specialist staff support | N/A | N/A | ▪ Deliverable #1 | N/A | N/A | N/A | 40 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 **\$332,129**. 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 Badging Specialist staff support | | | | | | | |
| 1. | Badging Specialist (CY8) | Junior | Onsite (Customer) | \$49.00 | 667 | N/A | \$32,683 |
| 2. | Badging Specialist (CY9 & CY10) | Junior | Onsite (Customer) | \$51.00 | 3,818 | N/A | \$194,718 |
| 3. | Badging Specialist (CY11) | Junior | Onsite (Customer) | \$53.00 | 1,976 | N/A | \$104,728 |

| | | | | | | |
|---------------------------|--|--|--|--------------|------------|------------------|
| Milestone 1 Totals | | | | 6,461 | | \$332,129 |
| Est. Total Labor | | | | 6,461 | N/A | \$332,129 |
| 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. | | | | | |
| 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. | | |
| 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 #3 to be duly executed and effective as of the Effective Date.

Science Applications International Corporation

County of Orange

Signature: Mark Holt
Authorized Representative

Signature: _____
Authorized Representative

Name: Mark Holt

Name: KC Roestenberg

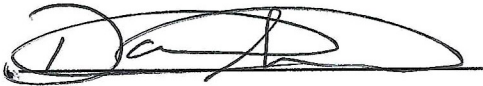
Title: Contracts, Senior Principal

Title: Chief Information Officer

Date: April 2, 2024

Date: _____

APPROVED AS TO FORM
COUNTY COUNSEL



David Obrand, Deputy County Counsel