



AMENDMENT #3 TO
AMENDED AND RESTATED
IT SERVICES WORK ORDER #CY9-005
ORANGE COUNTY PUBLIC DEFENDER DESKTOP SUPPORT

IT SERVICES WORK ORDER #CY9-005

This Amendment #3 to IT Services Work Order #CY9-005 ("**Amendment #3**") amends IT Services Work Order #CY9-005, with an original Effective Date of February 1, 2023, by replacing, amending and restating in its entirety IT Services Work Order #CY9-005 with the following amended and restated IT Services Work Order #CY9-005 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 \$96,824, from \$134,984 to \$231,808.

This IT Services Work Order #CY9-005 ("**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 IT Services Work Order #CY9-005.

1. WORK ORDER NUMBER

CY9-005

2. EFFECTIVE DATE

This Work Order shall be effective February 1, 2023, once it is fully executed by authorized representatives of both Parties.

3. PROJECT NAME

Orange County Public Defender Desktop Support

4. PROJECT SUMMARY

The County hereby requests that the Vendor assist the Orange County Public Defender ("**Public Defender**") by providing staff augmentation support by way of providing one (1) full time Site Support Technician, Entry to provide desktop support to Public Defender End Users, who will be will be managed on site exclusively by Public Defender.

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

The Orange County Public Defender requires staff augmentation to provide desktop support to its End Users.

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
Site Support Technician, Entry	Alexis De Luna	Alexis.Deluna@saic.ocgov.com	Services described in Section 9 of this Work Order	Public Defender

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

County Sponsor	Jerry Sakelaris
Service Request Number	INC00830063
County Budget Info	PD01A

8. VENDOR ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Don Perrier	Donald.Perrier@saic.com	Program Management
PMO Manager	Ben Page	benjamin.c.page@saic.com	PMO
Desktop Tower Lead	Mark Whitley	Mark.c.whitley@saic.com	Dekstop Tower Lead
Site Support Technician, Entry	Alexis De Luna	Alexis.Deluna@saic.ocgov.com	Site Support Technician

9. PROJECT SCHEDULE & SERVICES

9.1. Schedule

No.	Services	Start Date	End Date	Estimated Duration
1.	Provide staff augmentation desktop support	2/3/2023	6/30/2025	Approximately 29 Months

9.2. Services

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 Site Support Technician, Entry to provide desktop support to Public Defender End Users. Vendor Personnel will be managed exclusively by the Public Defender, as follows: The County agrees that (1) it is responsible for providing daily direction to such Vendor Personnel as to what Services the County wishes such Vendor Personnel to perform; and (2) there may be instances where Vendor cannot provide such Vendor Personnel on a full time basis for reasons outside of the reasonable control of the Vendor, including but not limited to illness, vacation, absences required by law and normal employee turnover.

9.2.2 Vendor’s one (1) full time Site Support Technician, Entry will perform, but not be limited, to the following staff augmentation Services:

- A. Perform support to End Users for the testing, configuration and installation of desktop related hardware and software. Provide a single point of contact for desktop End Users to receive support and maintenance on all desktop devices. Said support includes installing, diagnosing, repairing, maintaining and upgrading all desktop and desktop equipment in End User environments to ensure optimal performance.
- B. Perform End User assistance as requested for desktop, printer, scanner, and other desktop devices, as well as developing and providing user menus and training for such devices.
- C. Support Windows version [REDACTED] and perform Windows administrative tasks.
- D. Support Microsoft (“MS”) Office suites products, version [REDACTED].
- E. Troubleshoot desktop hardware, OS, application issues, terminal server and virtual private network (“VPN”) access issues.
- F. Support desktop peripherals such as scanners, network printers (e.g., [REDACTED], [REDACTED], [REDACTED], [REDACTED] and [REDACTED]), signature pads and kiosks stations.
- G. Provide support for Mobile Devices. Pursuant to Attachment A (SOW Definitions) of the Agreement, Mobile Device “means a County issued, portable computing and communications device with a mobile operating system such as Apple iOS or Android”.
- H. Any other activities, reasonably related to the foregoing, as assigned by Public Defender.

9.3. Training

N/A

9.4. Software

N/A

9.5. Equipment and Other Assets

N/A

9.6. Risks and Risk Mitigation

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

10. PRICING SUMS

PRICING SUMS	
Maximum Project Fees	\$231,808
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

Vendor’s ability to provide the staff augmentation Services herein is contingent upon Vendor Personnel identified in Section 6.1 herein, successfully passing County administered background investigations.

[Remainder of page intentionally left blank]

14. DELIVERABLES

DELIVERABLES			
No.	Deliverable Name	Deliverable Date	Acceptance Criteria
1.	Provide staff augmentation desktop support	N/A	<ul style="list-style-type: none"> ▪ Provision of Services pursuant to Section 9.2

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 Site Support Technician, Entry staff augmentation desktop support	N/A	N/A	<ul style="list-style-type: none"> ▪ Provision of Services 	N/A	N/A	N/A	Approximately 29 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 17.1 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 **\$231,808**. 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 Site Support Technician, Entry staff support							
1.	Site Support Technician (CY9 & CY10)	Entry	Onsite (Customer)	\$47.00	2,872	N/A	\$134,984
2.	Site Support Technician (CY11)	Entry	Onsite (Customer)	\$49.00	1,976	N/A	\$96,824
Milestone 1 Totals					4,848	N/A	\$231,808
Est. Total Labor/Est. T&M Fees					4,848	N/A	\$231,808

[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.

IN WITNESS WHEREOF, the undersigned have caused this Amendment #3 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 3, 2024

Date: _____

**APPROVED AS TO FORM
COUNTY COUNSEL**

David Obrand

David Obrand, Deputy County Counsel