

IT SERVICES TYPE 2 WORK ORDER #CY8-001

OC PROBATION DEPARTMENT STAFFING SUPPORT FOR SERVER ENVIRONMENTS

IT Services Type 2 Work Order #CY8-001

This IT Services Type 2 Work Order #CY8-001 ("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 IT Services Type 2 Work Order #CY8-001.

1. WORK ORDER NUMBER

CY8-001

2. EFFECTIVE DATE

This Work Order is effective upon the date it is fully executed by authorized representatives of both Parties.

3. PROJECT NAME

OC Probation Department Staffing Support for Server Environments

4. PROJECT SUMMARY

The County hereby requests that the Vendor assist OC Probation Department ("**Probation**") by providing staff augmentation support by way of two (2) full time Junior System Administrator/Operators to support Probation's IT environment.

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

Probation requires staff augmentation to provide staffing support for server environments.

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:

<u>N/A</u>

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
System Administrator/ David Operator, Junior Boyack		david.boyack@saic.ocgov.com	Server administration support as described in Section 9.2.2.	Probation
System Administrator/ Operator, Junior	Tu Nguyen	tu.nguyen@prob.ocgov.com	Server administration support as described in Section 9.2.2.	Probation

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

County Sponsor	Bryan Prieto, Assistant Chief Probation Officer, (714) 645-7002				
Service Request Number	WO #CY1-003 and CY7-003				
County Budget Info	PR01A				

8. **VENDOR ROLES AND RESPONSIBILITIES**

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Greg Mitchell	Gregory.C.Mitchell@saic.com	Program Management
PMO Manager	Ben Page	benjamin.c.page@saic.com	PMO
System Administrator/ Operator, Junior	David Boyack	david.boyack@saic.ocgov.com	Server administration support
System Administrator/ Operator, Junior	Tu Nguyen	tu.nguyen@prob.ocgov.com	Server administration support

9. **PROJECT SCHEDULE & SERVICES**

9.1. Schedule

No.	Task	Start Date	End Date	Estimated Duration	
1.	Provide System Administrator/ Operator staff support	7/1/2021 6/30/2022		12 months	
2.	Provide System Administrator/ Operator staff support	7/1/2021	6/30/2022	12 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 two (2) full time Junior System Administrator/Operators to support Probation's IT environment. Vendor Personnel will be managed exclusively by Probation, as further described below. 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 Vendor, including but not limited to illness, vacation, absences required by law and normal employee turnover.
- 9.2.2. The two (2) full time Junior System Administrator/Operators will perform, but not be limited, to the following staff augmentation Services:
 - A. Engineering and provisioning of system administration related solutions for various projects/pilot projects and operational needs.
 - B. Install new/rebuild existing servers and configure hardware, peripherals, services, settings, directories, storage, etc., in accordance with standards and project/operational requirements.
 - C. Develop new systems and application implementation plans. Establish and maintain installation and configuration procedures. Develop and maintain systems operation procedures to maintain security and protect systems from unauthorized use, acts of nature and user abuse
 - D. Set up, configure, manage and maintain domain accounts, Transmission Control Protocol/Internet Protocol ("TCP/IP") associated with internet suites, systems/servers, desktop computers, printers including security policy/access management and control. Contribute to and maintain system standards.
 - E. Perform daily system monitoring, verifying the integrity and availability of all hardware, server resources, storage area network ("SAN") systems, distributed file system ("DFS"), other systems, and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups.
 - F. Perform daily, or as needed, backup to SAN operation environment, and the various development, quality control, and user testing environments. Ensure all required file systems and system data are successfully backed up to the appropriate media, recovery tapes or disks are created, and media is recycled and sent off site as necessary.
 - G. Provide administration and support on SAN, DFS, Microsoft exchange servers, Web gateway, etc. Build, configure, and support rDirectory.
 - H. Manage and maintain was all network printers/printer servers, workstation images.
 - I. Provide Tier II, III/other support per request from various constituencies. Investigate and troubleshoot issues on any standard, non-standard software/systems/applications
 - J. Repair and recover from hardware or software failures. Coordinate and communicate with impacted users.
 - K. Apply operating system security and hot patches and upgrades on a regular basis; and upgrade administrative tools and utilities. Configure/add new services as necessary.

- L. Perform ongoing performance tuning, hardware/desktop/IT devices upgrades, and resource optimization as required. Configure central processing unit ("CPU"), memory, and disk partitions as required.
- M. Meet, consult, and work with Orange County Data Center staff in setting up/deploy/removing servers and other network equipment as required by the business and/or County requirements, maintaining servers, network connectivity, security of systems and data, and functionality of Probation applications. Perform periodic performance reporting to support capacity planning.
- N. Support development of workflows to demonstrate how business is performed today.
- O. Work with the IT Technical staff to translate the business requirements into potential IT solutions that meet the business need.
- P. Assists in the development of user documentation.
- Q. Any other server related activities as assigned by Probation management.

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 (%)		Amount at Risk
1.	N/A				

10. PRICING SUMS

PRICING SUMS				
Maximum Project Fees	\$388,864			
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 8 herein, successfully passing County and the Probation administered background investigations.

14. DELIVERABLES

	DELIVERABLES									
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date Acceptance Criteria		Weighting Factor*					
1.	Provision of two (2) System Administrator/ Operator staff support	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 two (2) System Administrator/ Operator staff support	N/A	N/A	■ Deliverable 1	N/A	N/A	N/A	12	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. To				
	Fixed				

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 \$388,864. 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				
Mile	Milestone 1 – Provision of Staffing Resources										
1.	System Administrator/ Operator x 2	Junior	Onsite (Customer)	\$98	3,968	N/A	\$388,864				
Milestone 1 Totals					3,968	N/A	\$388,864				
Est. Total Labor					3,968	N/A	\$388,864				

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
	Fixed Fee Fees					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 P				

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 Work Order to be duly executed and effective as of the Effective Date.

Science Applications International Corporation	County of Orange Signature:		
Signature: Lincov & Magna			
Authorized Representative	Authorized Representative		
Name: Vincent R. Magaña	Name: <u>Joel Golub</u>		
Title: Contracts, Senior Principal	Title: County Chief Information Officer		
Date: <u>April 15, 2021</u>	Date:		

APPROVED AS TO FORM

COUNTY COUNSEL

Patrick Bruso, Deputy County Counsel