**AMENDMENT NUMBER 16 TO
MASTER SERVICES AGREEMENT
FOR IT SERVICES BY AND
BETWEEN COUNTY OF ORANGE
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

This Amendment Number 16 to Master Services Agreement for IT Services by and between County of Orange and Science Applications International Corporation ("Amendment 16") is made and entered into by and between the County of Orange, a political subdivision of the State of California ("County") and Science Applications International Corporation, ("Vendor"). All capitalized undefined terms in this Amendment 16 will be as defined in the Agreement.

RECITALS

WHEREAS, County and Vendor entered into a Master Services Agreement for IT Services by and between County of Orange and Science Applications International Corporation (the "Agreement"); and

WHEREAS, County and Vendor entered into the Agreement effective May 14, 2013 ("Effective Date"); and

WHEREAS, the Parties have previously made the following amendments to the Agreement: Amendment 1, dated September 10, 2013 ("Amendment 1"); Amendment 2, dated February 3, 2014 ("Amendment 2"); Amendment 3, dated June 6, 2014 ("Amendment 3"); Amendment 4, dated July 25, 2014 ("Amendment 4"); Amendment 5, executed January 12, 2016, and retroactively dated to February 3, 2015 ("Amendment 5"); Amendment 6, dated April 26, 2016 ("Amendment 6"); Amendment 7, dated June 1, 2016 ("Amendment 7"); Amendment 8, dated September 13, 2016 ("Amendment 8"); Amendment 9, executed February 15, 2017, and retroactively dated to February 3, 2017 ("Amendment 9"); Amendment 10, dated September 26, 2017 ("Amendment 10"); Amendment 11, dated January 10, 2018 ("Amendment 11"), Amendment 12, dated June 7, 2018 ("Amendment 12"); Amendment 13, dated October 16, 2018 ("Amendment 13"); Amendment 14, dated May 22, 2019 ("Amendment 14"); and Amendment 15, dated October 8, 2019 ("Amendment 15").

WHEREAS, the Parties desire to enter into this Amendment 16 for the purposes of: (1) agreeing that effective November 1, 2020, for a Termination Fee of $133,669.00, Vendor will cease providing to County CEO/IT dedicated storage, backup, replication and encrypted storage area network hardware ("SAN") Services (the "CEO/IT SAN Hardware Services"); (2) agreeing County may exercise, in its sole discretion, the right to accept or to not accept conveyance of unencumbered title to storage Assets used in providing the CEO/IT SAN Hardware Services upon termination of the CEO/IT SAN Hardware Services and payment of the Termination Fee; (3) modifying the scope of work in Schedule 2B (Data Center SOW) to reflect the termination of the CEO/IT SAN Hardware Services; (4) updating the tools listed in Appendix 2B.5 (Data Center Management Tools) to Schedule 2B; (5) modifying the Fees in Appendix 3.1 to (SOW Pricing) Schedule 3 to reflect the termination of the CEO/IT SAN Hardware Services; (6) modifying the Weighting Factors, the deletion of Service Level

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Requirement ("SLR") Numbers 22, 57 and 58, and update certain SLR language in Appendix 4.1 (Service Level Requirements and Fee Reduction Weighting Factors) to Schedule 4; (7) modifying the list of approved subcontractors in Appendix K (Approved Subcontractors); (8) modifying the Parties financial responsibilities for Vendor Provided SAN, Backup and Replication Solution Components (Hardware) in Attachment P (Financial Responsibilities Matrix); (9) adding the definition for "Approved" in Attachment Q (Definitions); (10) modifying the County approval language in Attachment S (Work Order Template); and (11) clarifying miscellaneous Agreement sections.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

AGREEMENT

A. The Parties hereby agree to the termination of the CEO/IT SAN Hardware Services as follows:

1. Effective November 1, 2020, Vendor will cease providing the CEO/IT SAN Hardware Services and County shall cease paying Vendor for such Services on November 1, 2020. As of November 1, 2020, County will no longer be obligated to pay, and Vendor will cease to charge County for the following Resource Unit Category and related Fees identified on the OC Data Center tab in Appendix 3.1 (SOW Pricing) to Schedule 3 ("Fee Sheet"):

    1.1. "Storage, Backup, Replication Services Hardware (CEO/IT Enterprise)" listed under the category "Storage, Backup, Replication, and Encryption Hardware" on row 52 of the Fee Sheet in the amount of $50,400 per month (i.e., the Monthly Unit Price).

2. The term "Transferred CEO/IT SAN Assets" shall mean the equipment, hardware, assets, software and other tangible and intangible items Vendor used in the provision of the CEO/IT SAN Hardware Services, or any portion thereof including, but not limited to, the equipment, hardware, assets, and other tangible and intangible items listed in Exhibit 1 (CEO/IT SAN Assets List) to this Amendment 16, attached hereto and incorporated herein by reference.

3. County will pay a Termination Fee of $133,669.00 to Vendor on or before January 31, 2021 as full consideration for the termination of the CEO/IT SAN Hardware Services and to purchase all of Vendor's interest in the Transferred CEO/IT SAN Assets.

4. Effective November 1, 2020, as part of the CEO/IT SAN Hardware Services Termination Fee, Vendor hereby assigns, transfers, grants, conveys and delivers to County, and County hereby accepts from Vendor, all of Vendor's right, title, interest, and ownership in and to the Transferred CEO/IT SAN Assets, free and clear of any and all mortgages, pledges, leases, licenses, charges, liens, claims, security interests, liabilities and encumbrances of any kind. Such assignment, transfer, grant, conveyance, and delivery is subject to the

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warranties, disclaimers, including but not limited to Agreement Section 21.3 (Warranty Disclaimer), and other terms set forth in the Agreement and excludes any and all of Vendor's mortgages, pledges, leases, licenses, charges, liens, claims, security interests, liabilities, encumbrances, commitments, debts, costs, charges, expenses, and contractual obligations of any kind applicable to or arising from the Transferred CEO/IT SAN Assets. Through the foregoing transfers, the County shall not assume any obligations of Vendor.

5. Vendor represents, warrants, and covenants that:

    5.1.   Vendor has the full and exclusive right and power to enter into and perform according to the terms of this Agreement for the transfer of the CEO/IT SAN Assets and that Vendor is the lawful owner of the Transferred CEO/IT SAN Assets; and

    5.2.   The Transferred CEO/IT SAN Assets are not subject to, are free and clear of, and shall be assigned, transferred, granted, conveyed and delivered to the County without any kind of mortgage, pledge, lease, license, charge, lien, claim, security interest, liability, encumbrance, commitment, debt, cost, charge, expense, and contractual obligation of any kind.

6. EXCEPT AS PROVIDED FOR HEREIN AND EXCEPT AS PROVIDED IN THE AGREEMENT, THE TRANSFER OF THE CEO/IT SAN ASSETS IS MADE WITHOUT ANY REPRESENTATION OR WARRANTY BY VENDOR. EXCEPT AS PROVIDED HEREIN AND IN THE AGREEMENT, VENDOR DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE TRANSFERRED CEO/IT SAN ASSETS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

7. Notwithstanding anything to the contrary, as of the date of transfer, liability for taxes shall be retained by Vendor and shall not be assumed by the County. For sake of clarity, liability for applicable sales and use taxes, if any, shall be retained by Vendor and shall not be assumed by the County.

8. Vendor agrees that it will, at any time and from time to time upon request of the County, do any further acts and execute, acknowledge, and deliver any further instruments that may be reasonably necessary to confirm County's title to and interest in, or to enable the County to deal with and dispose of the Transferred CEO/IT SAN Assets.

9. The transfer of the CEO/IT SAN Assets shall be governed by and construed in accordance with the applicable laws of the State of California, without giving effect to the principles thereof relating to conflicts of laws as stated in Section 27.11 (Governing Law; Venue) of the Agreement.

B. The Parties hereby agree to amend the Agreement as follows:

1. Schedule 2B (Data Center SOW) – Revision 3 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Schedule 2B (Data Center SOW) –

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Revision 4, which is incorporated into the Agreement by this reference, and shall have the Effective Date of November 1, 2020.

2. Schedule 2B.5 (Data Center Management Tools) to Schedule 2B – Revision 1 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Schedule 2B.5 (Data Center Management Tools) to Schedule 2B – Revision 2, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 16.

3. Appendix 3.1 (SOW Pricing) to Schedule 3 – Revision 12 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Appendix 3.1 (SOW Pricing) to Schedule 3 – Revision 13, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 16.

4. Appendix 4.1 (Service Level Requirements and Fee Reduction Weighting Factors) to Schedule 4 – Revision 4 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Appendix 4.1 to Schedule 4 (Service Level Requirements and Fee Reduction Weighting Factors) – Revision 5, which is incorporated into the Agreement by this reference, shall have an effective date of January 1, 2020.

5. Attachment K (Approved Subcontractors) – Revision 1 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Attachment K (Approved Subcontractors) – Revision 2, which is incorporated into the Agreement by this reference, and shall have the Effective Date of June 30, 2020.

6. Attachment P (Financial Responsibilities Matrix) – Revision 3 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Attachment P (Financial Responsibilities Matrix) – Revision 4, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 16.

7. Attachment Q (Definitions) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Attachment Q (Definitions) – Revision 1, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 16.

8. Attachment S (Work Order Template) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Attachment S (Work Order Template) – Revision 1, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 16.

9. Agreement Section 7.4.1.1 (Type 1 Work Orders) is hereby amended in its entirety and the following is inserted:

"7.4.1.1 Type 1 Work Orders

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Type 1 Work Orders may only be used to acquire Services that are within the scope of Services described in this Agreement and the Statements of Work, but that are not then being performed by Vendor, and Other Services when the following conditions are met:

(A) The services to be provided directly enable the modification, extension, or material enhancement of the Services under the Agreement.

(B) The preliminary value to County for such services is less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval. Amendments to a Type 1 Work Order that cause the cumulative value of the Work Order to be in excess of the amount listed in the then current County Contract Policy Manual §3.3-102(a)(1) as requiring Board of Supervisors approval must be approved by the Board, and depending on the nature of the change may be changed to a Type 2 Work Order.

(C) The Work Order is only (1) to describe in detail the Services that will be provided under such Work Order, including the functions and features of the Services, how and where the Services will be performed, the timing of the Services, including implementation, testing, and deployment, and an identification of the resources that will perform the Services; (2) any new pricing for the Services being acquired under such Work Order (for the avoidance of doubt, without modifying and subject to the terms of Schedule 3 and otherwise under the Agreement); and (3) such terms reasonably necessary to implement the items in (1) and (2) above. No other changes affecting the Agreement are authorized except as approved by the Board.

Type 1 Work Orders must be approved by County. Any Type 1 Work Order that is not approved in writing by County shall not be binding on the County, and shall not establish any obligation, liability, fee, cost, expense, or charge for the County, until so approved. All changes to a Type 1 Work Order require CIO approval, except an increase in price to 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."

10. Agreement Section 7.4.1.2 (Type 2 Work Orders) is hereby amended in its entirety and the following is inserted:

"7.4.1.2 Type 2 Work Orders

Type 2 Work Orders may only be used to acquire Services that are within the scope of Services described in this Agreement and the Statements of Work, but that are not then being performed by Vendor, and Other Services when the following conditions are met:

(A) The services to be provided directly enable the modification, extension, or material enhancement of the Services under the Agreement; and

(B) The preliminary value to County for such services is equal to or greater than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval.

Type 2 Work Orders must be approved by the County's Board as an Amendment to this Agreement. Any Type 2 Work Order that is not approved in writing by the County's Board as part of an Amendment shall not be binding on the County, and shall not establish any obligation,

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liability, fee, cost, expense, or charge for the County, until so approved. All changes to a Type 2 Work Order require CIO approval, except an increase in price which must be approved in writing by the County's Board."

11. Agreement Section 10.2 (Contract Management Authority) is hereby amended in its entirety and the following is inserted:

"10.2   Contract Management Authority

Notwithstanding any reference to the County or CIO herein, in addition to the authority expressly granted to the CIO herein, the CIO shall have the full authority of the County to act in all matters of Agreement governance, management, administration, coordination, interpretation (not requiring the advice of legal counsel), provide or reject consents (except consent to assignment of Agreement), update this Agreement to provide for Assigned Contracts and/or Managed Contracts under Agreement Section 3.1, 3.2, 3.2.1, 3.2.2, 3.2.3, consent to use of shared resources under Section 3.4.1, consent to extensions of time (other than cure periods for material default by Vendor), authorize changes in Service performance Locations (other than to permit any performance outside of the United States), issue a Stop Order under Agreement section 4.3, execute In-Scope Work Orders and deemed In-Scope Work Orders (each within the scope of Agreement Sections 7.4.1 and 7.4.2), approve changes to all Type 1 Work Orders except an increase in price above the threshold for a Type 2 Work Order, approve changes to all Type 2 Work Orders except an increase in price, adopt acceptance testing processes, procedures and timelines relating to specific projects, consent to changes to Subcontractors, review, change and adjust Service Levels, Fee Reductions and Critical Milestones in accordance with Schedule 4, and approve and update all procedures, manuals, plans, reports and policies (not otherwise requiring Board of Supervisors approval)."

12. Agreement Section 19.5 (Compelled Disclosures) is hereby amended in its entirety and the following is inserted:

"19.5   Compelled Disclosures

(A)   To the extent required by applicable Law, including but not limited to the California Public Records Act ("CPRA"), or by lawful order or requirement of a court or governmental authority having competent jurisdiction over Vendor, Vendor may disclose Confidential Information, including County Data, in accordance with such Law or order or requirement, subject to the following conditions: (i) As soon as possible after becoming aware of such Law, order, or requirement and prior to disclosing Confidential Information, including County Data, pursuant thereto, Vendor will so notify the County in writing and, if possible, Vendor will provide the County notice not less than five (5) Business Days prior to the required disclosure; (ii) Vendor will use reasonable efforts not to release Confidential Information, including County Data, pending the outcome of any measures taken by the County to contest, otherwise oppose, or seek to limit such disclosure by Vendor and any subsequent disclosure or use of Confidential Information, including County Data, that may result from such disclosure; and, (iii) Vendor will cooperate with and provide assistance to the County regarding such measures. Notwithstanding any such compelled disclosure by Vendor, such compelled disclosure will not otherwise affect Vendor's obligations hereunder with respect to Confidential Information, including County Data, so disclosed. The County's disclosure of information or documents, including Confidential Information, pursuant to the CPRA, a court order, or other legal obligation, shall not subject the County,

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its elected and appointed officials, those special districts and agencies which County's Board of Supervisors acts as the governing Board, County's Affiliates, and as to each of the above, their respective officers, directors, employees, agents, successors, and assigns, to any liability, cost, fee, expense, or charge of any kind. To the extent the County withholds information or documents pursuant to a request by Vendor and in good faith pursuant to law, but such withholding results in a claim or liability against County, Vendor agrees to (i) indemnify, (ii) defend with counsel approved in writing by County, and (iii) hold County Indemnitees harmless from any claims, actions, proceedings, liability, damages, costs, and expenses, of any kind or nature arising out of, or in connection with such claim or liability against County. For the avoidance of doubt, Vendor understands and agrees that the County Board of Supervisors is specifically authorized under this Agreement and required by law to direct and control litigation and conduct actions as provided by Government Code Section 25203. Consequently, Supplier will pay for the defense using counsel selected by and reporting to County.

(B)   Vendor shall pay all amounts that a court awards or that County agrees to in settlement as to any such claim or liability against County, as well as any and all reasonable attorneys' fees and costs of investigation arising from such claims or liability against County incurred by County or any other party indemnified under this Section 19.6 associated with such claims or liability against County and incurred prior to Vendor's assumption of the defense against any claims or liability against County."

B. This Amendment 16 shall be effective upon execution by both Parties.

C. Order of Precedence When Interpreting Conflicting Terms

Except as otherwise expressly set forth and amended herein, all terms and conditions of the Agreement and its Amendments 1 through 15 remain unchanged and in full force and effect. Capitalized terms used in this Amendment and not defined herein have the meanings given to them or referenced in the Agreement and the prior amendments. In the event of any inconsistency or conflict between or among any provision of this Amendment 16 and any provision of the original Agreement, and/or its amendments/modifications other than Amendment 16, the inconsistency or conflict shall be resolved by giving precedence to the language of amendments, modifications, and the original Agreement in the following order:

1. Amendment 16;
2. Amendment 15;
3. Amendment 14;
4. Amendment 13;
5. Amendment 12;
6. Amendment 11;
7. Amendment 10;
8. Amendment 9;
9. Amendment 8;
10. Amendment 7;
11. Amendment 6;
12. Amendment 5;
13. Amendment 4;
14. Amendment 3;

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15. Amendment 2;
16. Amendment 1;
17. The original Agreement.

[Signatures provided on the following page]

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The Parties evidence their entire agreement to the terms of this Amendment 16 as evidenced below by the signature of each Party's legally authorized representative on the dates indicated below.

VENDOR: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Kelly J. Parson
Print Name

Kelly J. Parson
Signature

Contracts Manager
Title

9.3.20
Date

****

COUNTY OF ORANGE,
a political subdivision of the State of California

Joel Golub
Print Name

County Chief Information Officer
Title

Signature

Date

APPROVED AS TO FORM
COUNTY COUNSEL

Patrick Bruso

Patrick Bruso, Deputy County Counsel

Approved by Board of Supervisors on: _____

SCHEDULE 2B

DATA CENTER SERVICES SOW

for

COUNTY

REVISION 4

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This is Schedule 2B **–** Data Center Services SOW to the Agreement between the County of Orange ("County" or "the County") and Vendor. Unless otherwise expressly defined herein, the capitalized terms used herein shall have the meaning assigned to them in Attachment A (SOW Definitions).

1.0   Services Overview and Objectives

1.1 Data Center Services Overview

This Schedule 2B (Data Center Services SOW) is the Statement of Work (or "SOW") that sets forth the roles and responsibilities of the Parties for the Data Center Services provided under the Agreement as part of the Services. These Services are the services and activities, as further detailed in this SOW, required to support County's current and future centralized and remote computing systems environments (e.g., development, testing, staging, production), and all of the supporting infrastructure and security required to deliver the required Services and meet Service Level Requirements (SLRs).

The Vendor-supported Services environment includes centralized Unix-based, ███ based, Linux-based, and Windows-based systems, associated internal and external data storage and backup services, supporting systems Software (e.g., operating systems, utilities, databases, middleware, VMware) and Vendor-provided infrastructure, tools and operations necessary to deliver the required Services to support County's business applications and to meet SLRs. The supported environment also includes a ███████ System with its associated system software and applications. The Vendor-supported ████████ services include but not limited to scheduling, monitoring and operational services. The Vendor shall deliver all services through a combination of Remote Infrastructure Management (RIM) and onsite Services at County-managed computing facilities.

The County is in the process of migrating applications from a ████████ environment to open systems. It is expected that the migration will be completed by the end of Contract Year 2.

1.2 Service Objectives

The following are the key high-level Service objectives the County expects to achieve through outsourced Data Center Services and this Data Center Services Statement of Work (SOW):

- Meet County business needs for reliable, scalable and secure Services that achieve the County's SLRs

- Maintain compliance with government regulations, industry standards and best practices (e.g., ISO 20000, BSI15000, ITSM/ITIL, COBIT)

- Acquire Services that can leverage operational scale and best practices to achieve optimum commercial/market price performance

- Acquire ongoing proactive, real time, automated feedback/reporting mechanisms to ensure performance meets requirements

- Provide seamless operational support for production and Disaster Recovery

2.0 Data Center Service Requirements

2.1 Service Descriptions and Roles & Responsibilities

The Vendor shall be responsible for the following Data Center Services.

2.1.1 General Responsibilities

The following table identifies general roles and responsibilities associated with this SOW. An "X" is placed in the column under the Party that will be responsible for performing the task. Vendor responsibilities are indicated in the column labeled "Vendor."

The following table assumes that the Vendor shall provide the Data Center Services from a County-provided data center in Orange County.

Table 1.   General Roles and Responsibilities (County-provided Facility)

General Roles and Responsibilities	Vendor	County
1. Provide hardware and Software utilities and management tools required to support Data Center Services as defined in Appendix 2B.5 (DC Management Tools) to Schedule 2B	X	
2. Provide data center location required to deliver the Data Center Services		X
3. Manage event and workload processes across all County platforms and applications	X	
4. Manage Incidents and Problems across all County platforms and applications	X	
5. Provide technical support (e.g., Level 2 support) for all hardware/equipment in the Data Center computing infrastructure	X	
6. Support current and future Data Center infrastructure System Software (e.g., operating systems, utilities, databases, middleware as listed in the applicable SOW appendices)	X	
7. Provide and support Data Center networks (e.g., LAN, WAN connection) and related operations (e.g., procure, design, build, systems monitoring, Incident diagnostics, troubleshooting, Resolution and escalation, security management, and capacity planning/analysis) as required to meet County Service requirements		X
8. Provide Level 1 support for Data Center environmental monitoring and management	X	
9. Provide Level 2 support for Data Center related environmental elements		X

General Roles and Responsibilities	Vendor	County
10. Provide, document and maintain wiring and cabling for Data Center		X
11. Provide janitorial, grounds keeping and general maintenance of the Data Center facility		X
12. Provide bonded recycling bins at the Data Center. Vendor to provide County with waiver if Vendor elects to use County provided bins for Vendor document disposal.		X
13. Coordinate with the County to deploy Data Center system management tools to monitor the County's Data Center infrastructure per County requirements	X	
14. Provide or maintain (as defined by the County), install and configure Data Center system management tools and proactively monitor the environment characteristics (e.g., availability, performance, Problems, issues and events) and identify, correlate, report and Resolve Incidents and Problems according to prescribed SLRs	X	
15. Implement and coordinate all Changes to the Data Center infrastructure including those that may affect the service levels of Third Parties	X	
16. Plan, develop and maintain the facilities infrastructure architecture		X
17. Participate in planning, developing and maintaining the facilities infrastructure architecture	X	
18. Implement infrastructure components in compliance with the County's infrastructure architecture standards and plans	X	
19. Plan, develop and maintain infrastructure security policies		X
20. Implement infrastructure components in compliance with the County's infrastructure security policies	X	
21. Recommend Vendor's standard procedures for each of the Services/sub-services areas defined in this SOW	X	
22. Develop, document and maintain in the Policies, Standards and Procedures Manual Data Center operational procedures for each of the Services/sub-services areas defined in this SOW	X	
23. Review, provide additional procedures and approve Data Center operational procedures		X

2.1.2 Orange County Data Center (████) Facility Support Services

The vendor will be required to provide the following facility support services:

Table 2. ████ **Facility Support Services**

Facility Support Services Roles and Responsibilities	Vendor	County
Facility Responsibilities		
1. Vendor will be responsible for the delivery of documents, office supplies, and equipment to various locations around the County. Currently these efforts are supported by the 3.5 FTE data center facilities staff. a. Scheduled deliveries to County facilities.	X	

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Facility Support Services Roles and Responsibilities	Vendor	County
b. ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮		
c. Inter-office deliveries.		
d. Equipment to various location either pick up / drop off		
e. Assist with special events as needed		
f. Maintain delivery logs for support vehicles		
g. Provide delivery and maintain transportation such as a van as needed to support activity.		
Access Control Administration		
2. Provide security system to manage data center badge access		X
3. Provision and decommission badges as needed	X	
4. Manage physical security access	X	
5. Interface with County system managers to provide access to other County facilities	X	
6. Audit Data center access lists		X
7. Define and create various access zones per County direction	X	
8. Provide Access Reports to County management as needed	X	
9. Coordinate badge system upgrades with county personnel	X	
10. Coordinate system repairs required	X	
11. Provide general oversight and implement County standards for 24/7 Data center access to third party tenants and Vendors as needed to meet the County needs	X	
12. Maintain Standard Operating procedures as required for all data center facility responsibilities	X	
Warehouse Support		
13. Log and verify that requisition and stock numbers on agency and department orders are correct. Fill supply requisitions for warehouse stock items; assist in taking periodic inventory of warehouse.	X	
14. Unload large delivery trucks at warehouse; receive and identify incoming supplies at warehouse and check for obvious exterior damage and verify quantity of received items against invoices, purchase orders or freight bills; stock shelves and move pallets of material to storage locations within warehouse. Notify County of any obvious exterior damage and request County signoff of goods received by Vendor on behalf of the County.	X	
15. Sign off on the return of items due to damage or other issues as a result of shipping and receiving process.		X
16. Prepare items for shipment to County agency/department; keep warehouse organized.	X	
17. Provide Vendor staff with required warehouse training, including forklift training.		X
18. Operate a forklift or other similar equipment to move heavy items.	X	
19. Maintain all warehouse equipment and warehouse facilities and ensure such equipment operates in a safe and proper fashion. Ensure that such equipment and facilities are appropriate for the intended uses.		X
20. Only in the data center physically near the warehouse, collect and deliver mail and interdepartmental correspondence or other warehouse items.	X	
21. Provide related tasking direction if different than standard job duties and functions.		X
22. Perform a variety of related manual, clerical or other duties as assigned at the direction of the County.	X	

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Facility Support Services Roles and Responsibilities	Vendor	County
23. Prepare equipment for surplus and associated paperwork for County signature.	X	
24. Sign-off on surplus equipment disposition.		X
25. Inventory equipment housed in the warehouse.	X	
26. Sign-off on warehouse inventory.		X
27. Perform ██████████████████████.	X	
28. Provide assigned Vendor staff transition of job duties, instructions, processes and procedures, keys and controlled access to warehouse location and job-specific areas. Thereafter, County shall provide, in a timely fashion (1) daily direct supervision to Vendor assigned warehouse staff; and (2) all signature and electronic approvals for warehouse transactions.		X
29. Provide the above described warehouse Services on County Business Days that fall on Monday through Friday from the hours of 8 am to 5 pm. No Service Levels shall apply to such Services.	X	
General ████ Maintenance		
30. Provide daily oversight of general building Data Center maintenance activities as required such as, but not limited to Janitorial, Landscaping, Roof, pest control, landscaping, lighting, electrical systems, physical security systems, warehouse equipment, tools, cooling systems, doors, plumbing, raised floor and carpet, fire suppression, etc.	X	
31. Perform multiple daily ████████████████████	X	
32. Work in conjunction with County and contracted personnel to maintain a wide variety data centers infrastructure and activities to include but not limited to: • Electrical • Cooling • Fire Suppression • Plumbing • Carpentry • lighting • ████████ • Miscellaneous activity (such as setting up for meetings and events)	X	
Other ████ Infrastructure Support		
33. Install Computer Cabinets as needed	X	
34. Assist in installing Earthquake bracing for equipment on the data center floor	X	
35. Coordinate with Electricians on New power request	X	
36. Gather power utilization readings	X	
37. Provide data for monthly power billing	X	
38. Coordinate with Electricians on the removal of unused power whips	X	
39. Provide notification to various support teams in the event of an anomaly	X	
40. Submit Work Requests to Orange County Public Works.	X	
41. Approve Work Requests		X
42. Perform ██████ unit repairs	X	
43. Monitor and control Temperature Control systems	X	

Facility Support Services Roles and Responsibilities	Vendor	County
Facility Design and Projects		
44. Create and maintain database of data center CAD floor plans.	X	
45. Provide system to create data center CAD drawings		X
46. Stand up / break down cubicles • Move OCIT and OCIT contract staff as needed	X	
47. Oversee project objectives, coordinate project milestones with support staff, provide status update to initiated projects and work with County project managers through completion of projects	X	
Other Duties		
48. Provide hardware support, including configurations for equipment, in the data center.	X	
49. Provide planning and installation of new equipment and de-installation of old equipment.	X	
50. Responsible for facility design engineering, repair coordination and follow up.	X	
51. Interfaces with users, vendors and contractors on all facility matters.	X	
52. Provide facilities training to after hour's staff as needed	X	
After Hours Support		
53. Manage and oversee physical access for data center tenants and Vendors as needed	X	
54. Take action and or notify level 2 supports on a wide variety of data center support activities to include but not limited to, ▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮▮▮▮	X	

2.1.3   Data Center Computing Services

2.1.3.1   *Operations and Administration*

Operations and Administration Services are those activities associated with the provisioning and day-to-day management of the Data Center existing and future ▮▮▮▮▮▮▮ and server environment, providing a stable ▮▮▮▮▮▮▮ and server environment and supporting infrastructure and effectively and efficiently performing procedures to ensure services meet Service Level Requirements (SLRs) and requirements. These services support the County's Data Center, the DR data center located in ▮▮▮▮▮▮▮▮▮ and infrastructure delivered by cloud computing providers (e.g., ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮). The following table identifies the Operations and Administration Services roles and responsibilities that Vendor and the County shall perform.

Table 3.   Operations and Administration Roles and Responsibilities

Operations and Administration Roles and Responsibilities	Vendor	County
Monitoring Operations Roles and Responsibilities		
1. Provide proactive and scheduled console monitoring of Data Center infrastructure and systems (e.g., hardware, batch schedule, Interfaces, table spaces), respond to messages and take corrective action as required	X	

Operations and Administration Roles and Responsibilities	Vendor	County
2. Develop and maintain standard automated scripts to perform monitoring of County Applications and Systems Software	X	
3. Provide troubleshooting and escalation of Problems in the Data Center computing environment	X	
4. Provide preventative measures, proactive monitoring and system self-healing capabilities to limit Outages that impact Service delivery	X	
5. Identify and report problems including system, file, disk and application Problems, and network printers	X	
6. Resolve or assist in Resolving system Problems in accordance with SLRs and escalate to Third Parties and/or the County as required	X	
Job Scheduling and Processing Operations Roles and Responsibilities	**Vendor**	**County**
7. Recommend Vendor's standard job scheduling and execution operations procedures, including ETL (extract, transform and load), procedures relating to application interdependencies, County contacts, and rerun requirements for all processing jobs (e.g., batch jobs, file transfers to Third Parties)	X	
8. Provide job monitoring and scheduling (including reruns), job execution, cancellations and reporting services	X	
9. Implement and manage County-approved scheduling tools for managing/automating job execution (e.g., job lists, automated job workflow processes and interdependencies)	X	
10. Define scheduling requirements including period processing (e.g., month end, quarterly, year end) and special processing (e.g., ad hoc processing requests, blackout periods) and provide to the Vendor		X
11. Develop and maintain job and processing schedules	X	
12. Provide job and processing monitoring and scheduling (including reruns), job execution, cancellations and daily metrics reporting	X	
13. Prepare production, test and demand batch jobs for execution per County approved schedules	X	
14. Execute production, test and demand batch jobs on required systems per County approved schedules	X	
15. Monitor progress of scheduled jobs, confirm job completion and identify, escalate if necessary and Resolve, per procedures, jobs that do not complete successfully	X	
16. Provide job scheduling interface for ad hoc job submission and status	X	
17. Hold and release jobs upon request	X	
18. Start-up and shut-down online/interactive systems according to defined schedules or upon approved request	X	
19. Maintain database of job scheduling, contact, rerun and interdependencies	X	
20. Provide quality control for processing and reprocessing activities (e.g., batch reruns)	X	
21. Prepare job run parameters	X	
22. Validate job results per County instructions	X	

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Operations and Administration Roles and Responsibilities	Vendor	County
23. Maintain a history of job completion results	X	
Interface, Electronic Data Interchange (EDI) and File Transfer Protocol (FTP) Management Roles and Responsibilities	**Vendor**	**County**
24. Define system Interface requirements and EDI and FTP format requirements and policies, including transport delivery locations, format and schedule requirements		X
25. Develop and maintain a repository of all County Interface, EDI and FTP distribution entities	X	
26. Implement, manage and maintain infrastructure required to securely deliver system Interface, EDI and FTP management Services	X	
27. Conduct change and testing processes and services associated with Third Party EDI and interfaces	X	
28. Execute Interface, EDI and FTP production and test distribution according to production schedules	X	
29. Monitor all Interface, EDI and FTP transactions to ensure proper completion	X	
30. Rerun transactions as required and escalate non-Resolved Interface, EDI and FTP transactions to County contact	X	
31. Perform recovery operations for Interface, EDI and FTP transactions as required	X	
32. Interface directly with County Interface, EDI and FTP distribution entities according to defined County entity and County procedures (e.g., Incident Resolution activities)	X	
System Administration Roles and Responsibilities	**Vendor**	**County**
33. Perform system administration activities (e.g., Active Directory, perform access control, manage files and disk space, manage transaction definitions)	X	
34. Perform system administration Changes necessary to support computing services in conformance with Change Management requirements	X	
35. Provide Active Directory requirements (e.g., organizational, group requirements)		X
36. Perform Active Directory group design	X	
37. Implement, configure, manage and administer Active Directory (e.g., groups and domains, replication schedules, database corruption, inter-regional issues, DNS registration, LDAP, and IP address ranges)	X	
38. Troubleshoot printer queues and logical printer problems	X	
39. Troubleshoot system issues related to County Single Sign On (SSO) solution	X	
Server Management Roles and Responsibilities	**Vendor**	**County**
40. Provide onsite Server technical support and IMAC services (install, move, add, change) support at designated County sites and logical support at the County's cloud provider locations	X	

Operations and Administration Roles and Responsibilities	Vendor	County
41. Establish and maintain County cloud tenancy and enabling infrastructure		X
42. Provide remote support during standard software build installation activities at remote sites	X	
43. Decommission servers in accordance with County Asset Life Cycle Management process	X	
44. Proactively evaluate servers, identifying candidates for reduction, consolidation and virtualization	X	
45. Review and approve reduction, consolidation and virtualization candidates and coordinate with relevant business units		X
46. Provide support to remotely located ██████ servers	X	
CD-ROM Creation	**Vendor**	**County**
47. Provide CD-ROM media		X
48. Annually create no more than forty (40) CD-ROMs for ██████. (Additional CD-ROMs may be done at T&M rates)	X	

2.1.3.2   Storage and Data Management

Storage and Data Management Services are those activities associated with the provisioning and day-to-day management of existing and future Data Center storage and data environment, including cloud storage requirements, providing a stable supporting infrastructure and effectively and efficiently performing procedures to ensure services meet SLRs. The following table identifies the Storage and Data Management Services roles and responsibilities that Vendor and the County shall perform.

Table 4.   Storage and Data Management Roles and Responsibilities

Storage and Data Management Roles and Responsibilities	Vendor	County
Storage and Data Management Roles and Responsibilities	Vendor	County
1. Provide storage requirements (e.g., performance, level of data segregation, backup, restore, archival, data retention, reliability, encryption, security, scheduling, access control)		X
2. Recommend Vendor's standard hierarchical Storage and Data Management Services solutions (e.g., shared/dedicated storage, tiered storage, platforms, supporting infrastructure, encryption, security, scheduling, access control) and procedures to meet County Storage and Data Management Services requirements and SLRs	X	
3. Review and approve storage and backup solutions and procedures		X
4. Procure and provide data storage infrastructure and Services (e.g., RAID array, SAN, NAS)		X
5. Request, configure and monitor cloud storage and backup services approved by County	X	
6. Provide and own backup and archival consumables (e.g., tape, optical)		X
7. Monitor and control storage performance according to County requirements and perform tuning as required	X	
8. Maintain and improve storage resource efficiency	X	

Storage and Data Management Roles and Responsibilities	Vendor	County
9. Maintain data set placement and manage data catalogs	X	
10. Notify the County of any data losses or potential for risk of data loss or compromise (e.g., lost backup tape, damaged backup tape, operational errors)	X	
11. Perform data and file backups and restores per established procedures and SLRs	X	
12. Manage file transfers and other data movement activities	X	
13. Provide input processing for activities such as loading Third Party media (e.g., tape) and receipt and/or transmission of batch files	X	
14. Decommission storage and backup environment in accordance with County policies and procedures	X	
Media Operations Roles and Responsibilities	**Vendor**	**County**
15. Maintain a media library of County-approved media type and media management system	X	
16. Manage the media inventory to ensure that adequate media resources are available	X	
17. Manage input media availability to meet processing SLRs	X	
18. Load and manage Third Party media	X	
19. Provide secure offsite storage for designated media and transport media to County approved offsite location as required		X
20. Perform annual and ad hoc inventories and reviews to ensure proper cataloging and quality of media (e.g., media not scratched or damaged)	X	
21. Review and approve Vendor-performed inventories and reviews		X
22. Decommission media in accordance with County policies and procedures	X	
23. Provide media and document destruction services, in accordance with County policies and procedures		X
Backup and Restore	**Vendor**	**County**
24. Manage backup media	X	
25. Develop and maintain backup schedule in accordance with County requirements	X	
26. Provide backup schedule requirements for Data Center components		X
27. Perform Data Center component backups and manage to established retention periods	X	
28. Provide ongoing media testing per SLRs for ability to recover data	X	
29. Ensure ongoing capability to recover archived data from media as specified (i.e., backwards compatibility of newer backup equipment)	X	
30. Test backup media to ensure incremental and full recovery of data is possible and ensure Data Center component integrity, as required or requested by County	X	
31. Test end-to-end system recovery process and remediate flaws	X	

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Storage and Data Management Roles and Responsibilities	Vendor	County
32. Recover files, file system or other data required from backup media, as required or requested by the County	X	
33. Provide recovery and backup requirements and updates as they change		X
34. Provide full backup, files or other data on media (e.g., tape, optical disk) as requested by County	X	
35. Acquire backup consumables		X
36. Provide data replication to the DR site for requested Applications	X	
37. Provide server bare metal restore capability	X	
38. Manage County-owned SANs and backup devices	X	

2.1.3.3 Remote Access

Remote Access Services are those activities associated with the installation, management, operations, administration and support of the existing and future hardware and Software that supports secure Remote Access to all systems (e.g., ███████████ via dial up and Internet, Web-based e-mail, terminal services). The following table identifies the Remote Access Services roles and responsibilities that Vendor and the County shall perform.

Table 5.   Remote Access Services Roles and Responsibilities

Remote Access Services Roles and Responsibilities	Vendor	County
1. Provide County policies related to Remote Access Services		X
2. Install, test, provide technical support, administration and security administration for Remote Access Services hardware and Software	X	
3. Test connectivity/accessibility to applications made available via Remote Access Services	X	
4. Provide technical assistance and subject matter expertise as required by County infrastructure staff and Third Parties for Remote Access Services products and solutions	X	
5. Perform system or component configuration Changes necessary to support Remote Access Services	X	

2.1.3.4 Applications Support

Applications Support Services are those infrastructure and operational activities associated with the installation, operations, administration and support of designated County existing and future Applications (e.g., business applications, Web applications). The following table identifies the Applications Support roles and responsibilities that Vendor and the County shall perform.

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Table 6.   Applications Support Roles and Responsibilities

Applications Support Roles and Responsibilities	Vendor	County
1. Build application landscapes and transition County Applications to Data Center and cloud computing servers as required	X	
2. Support applications test-to-production migration activities	X	
3. Perform non-functional application testing, tuning, reporting, threshold settings and make recommendations to improve performance as required	X	
4. Perform application monitoring to verify the processing condition of the application Software	X	
5. Perform application EDI, FTP and Interface monitoring to verify secure processing condition of EDI, FTP and Interfaces with applications	X	
6. Install, configure and maintain application Software and provide version control in accordance with County policies	X	
7. Install, configure and maintain application Software version modifications, release modifications and patch modifications	X	
8. Track and inventory software licenses in accordance with Asset Management requirements	X	
9. Perform fault isolation, troubleshooting and failure recovery for all in-scope Software	X	
10. Interface with the County and Third Party vendor application development and support groups as required during Application Support Services	X	
11. Coordinate with the County and Third Parties to ascertain ongoing infrastructure support requirements and specifications for applications	X	
12. Perform application transports upon County request	X	
13. Provide and support 24x7 Third Party and End User account administration	X	
14. Assist in providing configuration, support and maintenance of front-end County Software	X	
15. Distribute front-end County Software via CD or electronic push	X	
16. Define, develop, schedule and monitor system housekeeping tasks	X	
17. Perform application release modifications and patch modifications per County requirements	X	
18. Perform system copies (i.e., refreshes) upon request using County-approved procedures	X	
19. Utilize and update Vendor and Third Party knowledge bases	X	
20. Apply application hot pack packages and patches as required	X	
21. Configure and maintain printer output management systems for applications	X	

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Applications Support Roles and Responsibilities	Vendor	County
22. Provide and support high volume printing / publishing services (e.g., voter pamphlets, County property tax assessment rolls)		X
23. Interface with the County's high volume printing / publishing services (e.g., voter pamphlets, County property tax assessment rolls)	X	

2.1.3.5 Database Administration

Database Administration Services are those activities associated with the installation, maintenance and support of County existing and future database solutions and configurations (e.g. stand-alone databases, clustered databases). This includes responsibility for managing data (e.g., data set placement, database performance, and data recovery and integrity) at a physical level. The following table identifies the Database Administration Services roles and responsibilities that Vendor and the County shall perform.

Table 7.   Database Administration Roles and Responsibilities

Database Administration Roles and Responsibilities	Vendor	County
1. Recommend Vendor's standard Database Administration Services procedures	X	
2. Determine and provide database standards		X
3. Install, configure and maintain database System Software to support the normal business operation of County applications and other software components associated with databases	X	
4. Perform database refreshes or clones upon request	X	
5. Support data import or export requests as required	X	
6. Create copies of data or databases as requested	X	
7. Create and maintain database links	X	
8. Plan table space reorganizations	X	
9. Execute table space reorganizations on a scheduled basis	X	
10. Monitor and manage database space (add data files as needed)	X	
11. Maintain database inventory	X	
12. Create database indexes as requested by the County	X	
13. Create and manage database and metadata profiles	X	
14. Manage database security and permissions	X	
15. Support database User ID administration	X	
16. Implement database security per design	X	
17. Configure and manage database audit profiles	X	
18. Recommend database streaming and replication procedures	X	
19. Review and approve streaming and replication procedures		X
20. Perform streaming and replication procedures	X	
21. Provide security administration including Service Requests, managing role and End User database permissions in accordance with County policies	X	

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Database Administration Roles and Responsibilities	Vendor	County
22. Perform database restores or recovery from export dumps or backups, archived logs or SAN	X	
23. Create/refresh development/test/staging databases from production data	X	
24. Execute authorization Service Requests	X	
25. Define and provide database creation, configuration, upgrade, patches and refresh requirements for in-scope services	X	
26. Define and execute database creation, configuration, upgrades, patches and refresh	X	
27. Recommend all operating system and database tuning and Changes	X	
28. Execute all database system level Changes (e.g., initialization parameters)	X	
29. Execute all schema Changes for all instances and allow for rollback of data	X	
30. Define and provide database data definition requirements for applications (e.g., IMAC for tables, triggers, attributes)		X
31. Execute database data definition requirements for applications (e.g., MAC for tables, triggers, attributes)	X	
32. Maintain documentation for all database instance parameters and system settings	X	
33. Maintain consistent database parameters and system settings across all like instances according to County-approved development-to-quality assurance - to-production life cycle	X	
34. Execute database data definitions for applications and developer schemas	X	
35. Define and execute database startup, shutdown, performance monitoring and tuning scripts, and keep database running at optimal performance for the required workload	X	
36. Implement and administer appropriate database management tools across all database instances. Performance metrics and historical data must be available for trending and reporting over a minimum of six (6) months	X	
37. Perform appropriate database sizing activities and interface with Third Parties as required	X	
38. Proactively identify and remediate bottlenecks (e.g., locking conflicts, latch contention, rollback requirements) for all database instances	X	
39. Resolve locking conflicts, latch contention, rollback requirements, problematic SQL/processes etc. for all database instances	X	
40. Provide technical assistance and subject matter expertise to County applications developers and Third Party vendor support	X	
41. Proactively monitor databases and open Service Desk Trouble Tickets for Problems	X	
42. Open, track, and manage to Resolution all database Incidents and Problems	X	
43. Import new versions of database code components supplied by application support and allow for rollback of data	X	

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Database Administration Roles and Responsibilities	Vendor	County
44. Patch database Software as needed according to established development to QA to production life cycle, and provide one annual new version release update and unlimited minor patches and emergency releases, as necessary	X	
45. Manage database communication Software configuration, installation and maintenance	X	
46. Provide database storage management	X	
47. Define database backup policies, schedules, retention periods, levels (i.e., full, incremental, or differential)		X
48. Execute the County's database backup and recovery policies	X	
49. Perform performance testing, database tuning, and threshold activities for both ongoing and project work	X	
50. Collaborate with the County in penetration test activities and perform database tuning to mitigate security risks identified in penetration test activities	X	
51. Periodically run tools to determine and validate database integrity	X	

2.1.3.6 Middleware Administration

Middleware Administration Services are those activities associated with the maintenance and support of existing and future middleware that supports integration, EDI, FTP and system Interface needs of County Application and Third Parties. The following table identifies the Middleware Administration roles and responsibilities that Vendor and the County shall perform.

Table 8.   Middleware Administration Roles and Responsibilities

Middleware Administration Roles and Responsibilities	Vendor	County
1. Define authorization requirements for End Users, Interfaces, roles, objects, etc., and approve Change requests		X
2. Implement middleware infrastructure level configurations per County authorized Change requests	X	
3. Create, alter and delete application object Changes	X	
4. Establish and maintain infrastructure level configuration and system parameters in a consistent manner across like environments	X	
5. Execute processes for the proper maintenance and functioning of middleware systems (e.g., load balancing, tuning, configuration management)	X	
6. Provide requirements for message queues and data attributes (e.g., queue names, data structure, security)		X
7. Execute authorization Change requests	X	
8. Execute middleware creation, upgrade and refresh	X	
9. Execute all middleware system-level Changes (e.g., initialization parameters)	X	
10. Execute all object Changes for all instances	X	
11. Maintain consistent middleware parameters and system settings across all like instances according to established development to QA to production life cycle	X	

Middleware Administration Roles and Responsibilities	Vendor	County
12. Implement and administer appropriate middleware management tools across all middleware instances	X	
13. Patch middleware Software as needed, according to established development to QA to production life cycle. Correlate internal Change request to vendor tracking codes	X	
14. Provide middleware communication Software configuration, installation and maintenance	X	

2.1.3.7 Messaging Services

Messaging Services are those activities associated with the provision and management of a messaging platform (i.e.,., ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮) and the Vendor's associated standard messaging Services capable of connecting County users to Messaging Services directly via Local Area Network (LAN) or through Internet connectivity using desktops, laptops, handheld devices (e.g., ▮▮▮▮▮▮▮▮), and fax-enabled devices and associated solutions (e.g., ▮▮▮▮ The following table identifies the Messaging Services roles and responsibilities that Vendor and the County shall perform.

Table 9.   Messaging Services Roles and Responsibilities

Messaging Services Roles and Responsibilities	Vendor	County
1. Recommend Vendor's standard Messaging Services solution and procedures and participate in defining Messaging Services policies and procedures for functions including e-mail, calendaring and e-mail messaging delivery components	X	
2. Review and approve Messaging Services solution		X
3. Provision, implement, configure, maintain and manage the Messaging Services infrastructure required to deliver services and meet SLRs	X	
4. Provision Messaging Services software licenses		X
5. Provision, manage and operate ▮▮▮▮ online email platform including enablement and access	X	X
6. Define mailbox provisioning policies (e.g., retention, size, archival)		X
7. Provide e-mail system administration services (e.g., mailbox administration, add/move/delete, mailbox permissions, creation of distribution lists and owners) including wireless device components, for e-mail accounts hosted on either ▮▮▮▮▮▮▮▮▮▮▮▮ ▮▮▮	X	
8. Provide public folder administration services, including creation/deletion of folders, folder owner permissions and ownership assignment, and folder replication management	X	
9. Provide security Services (e.g., virus eradication, and spyware prevention, encryption, and e-discovery support)	X	
10. Perform Messaging Services application upgrades (e.g., service packs, hot fixes, dot releases, virus protection, and spyware prevention) on all supported application components	X	
11. Install, test, provide technical support, database administration and security administration for Messaging Services applications	X	

Messaging Services Roles and Responsibilities	Vendor	County
12. Provide Messaging Services technical assistance and subject matter expertise support as required by County staff and Third Party solution providers	X	
13. Provide Vendor access to County subscription to County purchased ██████████████ for use in ████████████ ████████ assistance, problem resolution, and ████ ████████ service for supported County service architectures		X
14. Provide messaging backup and recovery and archiving to meet County requirements (e.g., business, regulatory, compliance requirements)	X	
15. Provide Disaster Recovery Services for Messaging Services	X	

2.1.3.8 End User Administration Services

End User (User ID) Administration Services are the Services and activities associated with managing and coordinating account activation, termination, changes, and expiration, and the management of End User resources. Vendor will provide comprehensive User ID administration support while enforcing County information security application and system access requirements for all enterprise applications. The following table identifies the End User Administration roles and responsibilities that Vendor and County shall perform.

Table 10.   End User Administration Services Roles and Responsibilities

End User Administration Services Roles and Responsibilities	Vendor	County
1. Provide End User ID tracking and regulatory compliance requirements and approval policies		X
2. Review and approve End User ID creation or access control modifications		X
3. Provide direction on the disposition of End User IDs		X
4. Maintain at least N-1 technical currency of the ID Management System once the implementation of the End User (User ID) Administration System is complete	X	
5. Define application-level role responsibility		X
6. Maintain a secure environment through appropriate control of user accounts and access privileges	X	
7. Add, change, delete, or revoke End User IDs that access operating systems or subsystems using access control software as per established security standards	X	
8. Add, change, delete, or revoke End User IDs that access applications controlled by County, per the established security standards		X
9. Add, change, delete, or revoke End User IDs that access applications that are controlled by Vendor, per the established security standards	X	
10. Establish End User ID administrative security procedures and practices to ensure that all End User IDs are authenticated (for example, encryption, minimal level, password) for operating systems and databases (excludes applications)	X	

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End User Administration Services Roles and Responsibilities	Vendor	County
11. Periodically review group membership and system level user IDs in accordance with established security guidelines	X	
12. Periodically review and remove End User access rights when the End User is no longer employed or job responsibilities change, including operating system and subsystem access per established guidelines; notify County of all such changes in accordance with established security guidelines	X	
13. Periodically review and revalidate system End User IDs in accordance with established security standards	X	
14. Periodically remove application End User IDs per County direction	X	
15. Perform Password Resets for End Users per the established security guidelines	X	
16. Provide a process to change system default passwords where capability exists	X	
17. Provide audit trail for all End User ID activities for County Systems (e.g., create, track, and delete IDs)	X	
18. Manage and maintain system accounts	X	
19. Create End User ID administration processes and SOPs as new applications are introduced into the County environment	X	
20. Create and update End User ID management Software for automated approval workflow as new requirements are defined for the County	X	

2.1.3.9 Web Support Services

Web Support Services are those activities associated with web infrastructure and middleware support for County's internally and externally facing web applications, including internet and intranet portals, internal collaboration, and Social Media. The following table identifies the Web Support Services roles and responsibilities that Vendor and the County shall perform.

Table 11.   Web Support Services Roles and Responsibilities

Web Support Services Roles and Responsibilities	Vendor	County
1. Manage Web content and Web content/application Third Party relationships		X
2. Provide operations and engineering support for Web middleware application components	X	
3. Team with Network Vendor and any third party to perform problem determination and resolution activities related to supporting County WEB sites. These activities include but are not limited to (Internal and Externally facing sites): • Resolving access issues • Resolving performance issues • Establishing new sites • Discontinuing sites(In many case this may have to be down with little to no notice and after hours) • Investigating hacking and defacing incidents.	X	

Web Support Services Roles and Responsibilities	Vendor	County
4. Install, configure, and support Web infrastructure components (e.g., hardened servers, middleware, SSL certificates)	X	
5. Provide Vendor single point of contact for the coordination and support of key Web infrastructure components (e.g., load balancing, DMZ infrastructure, middleware, firewall)	X	
6. Manage web proxy services including user support, administration, and management	X	
7. Provide middleware and Application Software and licenses		X
8. Develop architecture and design standards for the web hosting environment		X
9. Provide assistance in the development of architecture and design of the web hosting environment (e.g., performance tuning, security)	X	
10. Perform systems engineering and implementation of web hosting services	X	
11. Install code fixes for all related web services elements (e.g., hardware, middleware and application servers)	X	
12. Provide Third Party external monitoring requirements (e.g., URL, transaction, threshold to be monitored)		X
13. Provide alerting method (e.g., distribution list) per Third Party monitoring facility and existing County Third Party monitoring contract	X	
14. Deploy and support web hosting hardware and software	X	
15. Support non-functional compliance and performance testing and security assessments	X	

2.1.3.10 Data Center Security Services

Data Center Security Services are those activities associated with maintaining physical and logical security of all Data Center Services components (e.g., hardware, Software) and data, Malware protection, access protection and other Data Center Security Services in compliance with County security requirements and all applicable regulatory requirements. The following table identifies the Data Center Security Services roles and responsibilities that Vendor and the County shall perform.

Table 12.   Data Center Security Services Roles and Responsibilities

Data Center Security Services Roles and Responsibilities	Vendor	County
General		
1. Implement physical and logical security plans consistent with County security policies, and develop and provide documentation demonstrating adherence to the plans, processes and procedures	X	
2. Maintain a secure computing environment, including compliance with County policies	X	
3. Perform information security compliance, auditing, and reporting per County defined requirements	X	
4. Protect sensitive information, logically and physically, in storage and during transmission, against unauthorized access or modification	X	

Data Center Security Services Roles and Responsibilities	Vendor	County
5. Develop, document and maintain in the Policies, Standards and Procedures Manual Security Services standards and procedures that meet County requirements, regulatory requirements, and adhere to County policies	X	
6. Review and approve Data Center Security Services standards and procedures and provide additional procedures as required		X
7. Execute security policies and provide and operate security monitoring tools including documentation demonstrating adherence to the process	X	
8. Provide and manage Integrated Log management from all servers, which can consolidate (off box) all information to correlated events and provide traceability of all changes, and correlate ticket activity via the ITSM suite, All devices shall be locked to the Data Center master time server.	X	
9. Review and approve security analysis and monitoring tools		X
Security Policy and Controls		
10. Develop, document and provide County security strategy, policies and requirements		X
11. Facilitate County information security awareness programs for County employees and contingent personnel		X
12. Ensure compliance with patch management policy	X	
13. Proactively monitor current IT security trends, threats, common exploits and security best practices and notify the County of same	X	
14. Provide a County security liaison that works with the Vendor for security requirements related to the scope of this Schedule		X
15. Implement a Computer Security Incident Response Team (CSIRT) program to resolve security incidents	X	
16. Participate in the CSIRT program and approve corrective actions		X
17. Review and approve all security plans, security remediation plans, programs, and security infrastructure		X
Physical Security Control		
18. Maintain controlled access to the computing areas	X	
19. Develop and maintain list of Vendor and County individuals with global security clearance, and provide reporting on what individuals have access to what locations	X	
20. Review and approve global security access list		X
21. Conduct review of the list of authorized people to computing areas (▮▮▮▮)	X	
22. Place and support systems including storage media in controlled access areas	X	
23. Provide County-authorized individuals with physical access to computing areas as required by the County	X	
24. Provide appropriate physical security including 24x7x365 security services	X	
System Administrative Privileges		

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Data Center Security Services Roles and Responsibilities	Vendor	County
25. Establish access profiles and policies for adding, changing, enabling/disabling and deleting log-on access for County and Third Parties		X
26. Manage authority/privileges for End User IDs per the established security standards	X	
27. Manage application infrastructure authority / privileges and periodically validate the business need of users access	X	
28. Disable terminated users or inactive accounts using automated processes, per County policies	X	
29. Monitor the events of administrative IDs for policy violations and events attempting avoidance of detection	X	
30. Define logging controls for user resources, according to the established security standards		X
31. Maintain logging controls for user resources, according to the established security standards	X	
32. Create reports for the following, for Vendor administrative IDs only: ▪ Logon violations ▪ Resource access (such as operating system resource access or violations) ▪ Application and application resource access violations (e.g., programs, files, data)	X	
Monitoring and Incident Management		
33. Report security Incidents and violations to County per County policies	X	
34. Resolve security violations internal to the County		X
35. Resolve security violations internal to the Vendor	X	
36. Review all security patches relevant to the IT environment and classify the need and speed in which the security patches should be installed as defined by County security policies	X	
37. Install security patches per the County's Change Management process and procedures including acquiring required County approval	X	
38. Respond to security Incidents and ensure that identified viruses and Malware are quarantined to prevent propagation throughout the County	X	
Security Integrity Advisory		
39. Provide security advisory information per County requirements	X	
40. Evaluate security advisories, assign a risk value and communicate recommended action plan to the County	X	
Security Status Checking and Validation		
41. Provide security assessment audit focal point to define audit controls and coordinate audit activities	X	
42. Provide support for audit activities (e.g., data collection, audit tool installation, report generation), public requests for information (PRIs), and forensic audits as required by the County	X	
43. Develop plans to remediate audit findings that do not comply with the established County security policies and standards	X	

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Data Center Security Services Roles and Responsibilities	Vendor	County
44. Review and approve audit findings and remediation plans		X
45. Implement remediation plans	X	
46. Support audit activities by providing a security assessment audit coordinator to define audit controls and coordinate audit		X
47. Maintain all documentation required for security assessments, audits and internal control and control testing	X	
48. Perform semi-annual security assessments to identify control or security gaps and provide trending problem reports to the County, and recommend remediation plan(s)	X	
49. Conduct security planning and review sessions to evaluate results of security assessments and Vendor remediation plans	X	
50. Review and approve remediation plan(s)		X
51. Implement County approved remediation plan(s)	X	
Malware and Antivirus Prevention		
52. Install, configure and operate County provided Malware protection Software, including updates and patches for continuous scanning, eradication and reporting of detected Malware and Malware Incident Resolutions	X	
53. Monitor Malware websites and communicate Malware alerts	X	
54. Deploy anti-Malware updates and patches following a Malware Incident per the County Change Management procedures	X	
55. Monitor supplier information and manage up-to-date information on malicious code outbreaks and deploy the appropriate software signature files to protect against the malicious code	X	
56. Perform automated detection and removal of malicious code using County provided anti-Malware software	X	
57. Implement the established action plan and escalation procedures for a malicious code event beyond what is automatically fixed by the anti-Malware software	X	
58. Install, configure and operate County provided anti-Virus solution, or according to County policies for in scope devices (e.g. Desktops, Servers)	X	
59. Provide pro-active alerts to County regarding current virus threat specific to County environment, encountered in Vendor's environment or based on industry information	X	
60. Provide automated detection and removal of virus using anti-Virus software		X
61. Implement the established action plan and escalation procedures for a virus intrusion event beyond what is automatically fixed by the anti-Virus software	X	

2.1.3.11 ▮▮▮▮▮▮▮ *Services*

The County currently ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮

████████████████████████████████████

Table 13. ████████ **Services Roles and Responsibilities**

	Roles and Responsibilities	Vendor	County
	████████████████████		
1.	Provide ████████ and ████████		X
2.	Perform QA on ███████████ ████████	X	
3.	███████████████████	X	
4.	Monitor ████████	X	
5.	Procure ████████	X	
6.	Contacting Level 2 support to resolve hardware and software related issues.	X	
7.	Interface with on call applications staff to resolve production related activities.	X	
████████	**Control**	**X**	
8.	Perform ████████	X	
9.	Perform ████████	X	
10.	Generate reports and send to ████████ ████	X	

2.1.3.12 IT Service Continuity and Disaster Recovery Services

IT Service Continuity and Disaster Recovery (DR) Services are those activities associated with providing prioritized IT Service Continuity and DR Services for County Applications, and their associated infrastructure (e.g., servers, ███ systems, software, applications, network connectivity and data storage), and ensuring that the County has access to critical systems in the event of a disaster. County Applications and associated infrastructure will receive DR Services according to the County's Application Recovery Rankings. The Vendor must demonstrate that it will consistently meet or exceed County's IT Service Continuity and Disaster Recovery Services requirements. ████████ ████████████████████

Vendor supports server, ███ systems, storage, network equipment and all other components required for the solution and provides interconnectivity between all proposed DR sites and production sites. The following table identifies IT Service Continuity and Disaster Recovery Services roles and responsibilities that Vendor and County shall perform.

Table 14. IT Service Continuity and Disaster Recovery (DR) Services Roles and Responsibilities

IT Service Continuity and Disaster Recovery (DR) Services	Vendor	County
1. Define IT Service Continuity and Disaster Recovery Services strategy, requirements and policies		X

IT Service Continuity and Disaster Recovery (DR) Services	Vendor	County
2. Recommend solution including best practices for IT Service Continuity and Disaster Recovery Services strategies, policies and procedures	X	
3. Review and approve IT Service Continuity and Disaster Recovery Services solution and procedures		X
4. Provide a warm DR site located outside of Southern California that allows critical applications to be recovered in accordance with established SLRs	X	
5. Provide a hotel capability at the warm DR site whereby the Vendor supports only the facility and infrastructure, and County Agencies can load and then recover their applications via remote access	X	
6. Assist the County in other IT continuity and emergency management activities as required	X	
7. Notify designated County and Third Party contacts when a DR event occurs as required to Resolve the DR event	X	
8. Develop and maintain a detailed DR plan to meet the County's IT Service Continuity and Disaster Recovery requirements. Plan shall include plans for the specific technical solution (e.g. hardware, Software, network, back up method, recovery method, Third Party connectivity and communication) and procedures to be used for recovering County's systems within established recovery requirement timeframes after a disaster affects the County's use of the Services	X	
9. Define data (e.g., file system, database, flat files, etc.) replication, backup and retention procedures	X	
10. Review and approve data replication, backup and retention procedures		X
11. Implement data replication, backup and retention procedures	X	
12. Establish processes to ensure DR plans are kept up-to-date and reflect Changes in the County environment	X	
13. Review and approve DR plans and procedures (including communication plan)		X
14. Establish DR test requirements		X
15. Perform scheduled DR tests per County requirements and notify the County of any deficiencies in Vendor's ability to successfully provide the DR services per the DR plan	X	
16. Coordinate involvement of all actual DR and DR test participants (e.g., County, Third Parties, End Users)	X	
17. Participate in DR tests per the DR plan and procedures		X
18. Track and report DR test results to County within 30 days following test completion	X	
19. Review and approve DR testing results		X
20. Develop action plan to address DR testing results	X	
21. Review and approve action plan		X
22. Implement action plan and provide ongoing status until completion	X	
23. Develop, execute, and report on Table Top DR exercises	X	
24. Declare DR situation		X

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IT Service Continuity and Disaster Recovery (DR) Services	Vendor	County
25. Activate the DR plan in the event of a DR situation and notify the County and Third Parties per DR polices and procedures	X	
26. Coordinate with the County and Third Parties during a Vendor DR situation per DR policies and procedures	X	
27. Implement the DR plan and conduct activities required to recover Services per the DR plan, including without limitation instituting appropriate communication center equipped with satellite phone capabilities	X	
28. Conduct and chair a quarterly DR status review meeting to include review of DR strategy, technical enhancements to the DR plan and DR plan changes based on changes in the production environment	X	
29. Participate in the quarterly DR status review meeting to include review of DR strategy, technical enhancements to the DR plan and DR plan changes based on changes in the production environment		X
30. Replicate enterprise IDs/passwords to the D/R solution	X	

2.1.3.13 Reserved

2.1.3.14 Enterprise (MDM) Mobile Device Management Support Services Roles and Responsibilities

The County maintains "████████" appliances for Enterprise (MDM) Mobile Device Management/ Security in support for authorized Mobile Devices (MD) i.e., tablets, ████████████, by authorized workforce members as they perform their assigned County business. Currently the County estimates that it will need to sustain 24/7 operations, maintenance, and technical support at various levels with ████████ from AT&T ("████████████") being provided by AT&T ("Contractor" or "AT&T") to the County of Orange. Vendor will support the Administrator accounts and roles; Configure and integration with the defined Participating agency Entity's administrator and help-desk personnel, agency servers and services including ████████████████████████████████████ and software currently in place until which time County determines that Mobile Iron is no longer needed and will be replaced with County-provided ██████ system. County will purchase and provide ██████ system to permit Vendor to provide ongoing operations and maintenance. Vendor is required to perform all services described in the previous sections of this SOW and under Schedule 2A - IT Service Management and Life Cycle SOW, where applicable, and the tasks described below:

Table 15. **Enterprise (MDM) Mobile Device Management Support Services Roles and Responsibilities**

Enterprise (MDM) Mobile Device Management Support Services Roles and Responsibilities	Vendor	County
1. Manage all in scope MDM devices and perform upgrades, Install, customize, backups and maintain the enterprise MDM ████ appliances, and install, upgrade, customize, and maintain all software products that run on the system.	X	

Enterprise (MDM) Mobile Device Management Support Services Roles and Responsibilities	Vendor	County
2. Develop, document and maintain the physical and logical design/architecture plan to meet County current and ongoing requirements	X	
3. Provision and administer MDM (⬛⬛⬛⬛) and end user device components (⬛⬛⬛ and ⬛⬛⬛ as required	X	
4. Maintain ⬛⬛⬛ tenancy configuration		X
5. Provide technical and functional requirements for product integration testing of products with existing application and end user procedures.	X	
6. Provide training to administrator and scope 1 help-desk personnel, and County agency users of the MDM.	X	
7. Install and maintain applicable software and interface products.	X	
8. Perform software customization tasks.	X	
9. Coordinate with County entities and third parties (e.g., hardware/software vendors, carriers, service providers, agencies as required).	X	
10. Identify, test and resolve compatibility issues between integration to servers and services including ⬛⬛⬛⬛⬛⬛⬛⬛⬛⬛⬛⬛ wireless end user devices hardware, software problem resolution and modifications and determination, analysis, and debugging.	X	
11. Provide ad-hoc MDM reports when requested by the County	X	
12. Policy Management — Development, control and operations of County enterprise mobile policy.	X	
13. Security Management — Configure user authentication and access controls to enforcement of standard device security, authentication and encryption.	X	
14. Assists County agencies and application, End user, programming staff with requests for enhancements.	X	
15. Assist in providing user/client training	X	
16. Report any violation in County Policy and risk to county	X	
17. Review and approve the plans for design/architectures and changes		X
18. Maintain financial responsibilities for procurement to include hardware/software /licensing and ownership hosting at the ⬛⬛⬛ County.		X
19. Develop business and functional requirements for vendor-proposed support.		X
20. Review and approve upgrade maintenance cost and schedule for MDM devices.		X
21. Review and provide input and/or additional procedures as required and approve design and engineering services procedures		X
22. Review and approve all changes in the MDM County environment.		X
23. Review and approve all county policy/standards/guidelines for MDM		X

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2.1.3.15 Cloud Computing Services Roles and Responsibilities

The County uses computing services provided by cloud computing providers (e.g., ███████████████████████████████) in addition to computing services provided out of the County-owned data centers. Table 16 identifies the responsibilities of the County and the Vendor as to such Services.

Table 16.   **Cloud Computing Services Roles and Responsibilities**

Cloud Computing Services Roles and Responsibilities	Vendor	County
1. Establish and maintain cloud computing tenancy		X
2. Approve the provision of all cloud computing services in the Service Management System		X
3. Provision cloud computing services and resources that were approved in the Service Management System	X	
4. Configure and administer cloud computing servers, storage and backup services	X	
5. Configure and administer cloud computing network and security services including Vendor access to such systems		X
6. Configure and administer monitoring of cloud computing resources managed by Vendor	X	
7. Maintain financial responsibility for County's cloud computing resources		X
8. Recommend cloud computing policies and procedures	X	
9. Approve cloud computing policies and procedures		X

3.0   Service Environment

3.1 Scope of the Infrastructure to be Supported

The following sub-sections and related service environment appendices further describe and scope the Data Center environment to be supported and/or with which the Vendor shall comply. These service environment appendices are to be continually maintained by Vendor as new Vendor services and environment components are added and as removed, reviewed with the County, and updated by Vendor and made available to the County on a quarterly basis.

3.1.1   Hardware and Software

a.   Appendix 2B.1 – Data Center Hardware - A listing and description of all Data Center hardware to be provided and/or supported

b.   Appendix 2B.2 – Data Center Software, Databases and Middleware - A listing and description of the Software and utilities (e.g., operating systems, applications, middleware, utilities, databases) to be provided and/or supported

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    c. Appendix 2B.3 –Data Center Supported Electronic Data Exchanges - A listing and description of data exchanges (e.g., EDI, FTP, Third Party provider-based exchanges) and system interfaces that Vendor will support

    d. Appendix 2B.6 – ███████ Hardware - A listing and description of all Data Center ███████ hardware to be supported

    e. Appendix 2B.7– ███████ Software - A listing and description of all Data Center ███████ software to be supported

3.1.2 System Classifications for Availability and Disaster Recovery SLRs

Appendix 2B.4 – System Classifications - A table listing system classifications for Availability and Disaster Recovery SLRs

3.1.3 Data Center Management Tools

A listing and description of all Vendor Data Center management tools, associated functionality and capabilities, standard reports and associated environments supported by each tool shall be developed and maintained by Vendor in Appendix 2B.5 – Data Center Management Tools.

3.2 Baseline Information

The County's current Baselines are provided in Appendix 3.1 to Schedule 3 - Fees. These business requirements represent the County's most realistic projection of the Service requirements for Day 1 implementation based on a combination of past trends and current anticipated overall business direction over the term of the Agreement.

These metrics, along with other data which may be pertinent for sizing the solution, are reflected in Schedule 3 - Fees.

Server Size Definitions

Server sizing for Wintel, ███ and Linux servers listed in Appendix 3.1 to the Schedule 3 - Fees is based on the following table below. All server resources have been aggregated into single use resource units by type (physical, virtual, cloud, ███ regardless of actual processor cores deployed:

Table 17.   Server Size Definitions

	Small	Medium	Large	X-Large
Processor Cores	≤1	2-4	5-12	13-64

4.0   Service Level Requirements

4.1 Objectives

A key objective of this outsourcing agreement is to attain service level requirements (SLRs). SLRs associated with Data Center Services are detailed in the following section. The following minimum service levels are required at the end of the transition period. Data Center SLRs associated with Fee Reductions are detailed in Schedule 4 - Fee Reductions. SLR calculations exclude scheduled Maintenance Windows. SLR performance shall be calculated based on measurements taken over the indicated

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Measurement Interval and reported to the County based on the Reporting Period. SLR Fee Reductions for SLRs with multiple Measurement Intervals within the Reporting Period shall be calculated as defined in Schedule 4 – Fee Reductions. All times referenced are in Pacific Time.

Where applicable see Appendix 2B.4– System Classifications for system classifications.

Vendor shall provide written reports to County regarding Vendor's compliance with the SLRs specified in this SOW.

4.2 Service Level Requirements

Service Level Requirements for this SOW are contained in the Enclosure D Appendix 4.1 Service Level Requirements and Weighting Factors and Enclosure D Schedule 4 – Fee Reductions.

4.3 Reports

Vendor shall provide written reports to County regarding Vendor's compliance with the SLRs and such reports Required reports are documented in Attachment L

5.0 Referenced SOW Appendices, MSA Attachments and Schedules

APPENDICES/ ATTACHMENTS/ SCHEDULES	DESCRIPTION
Appendix 2B.1	Data Center Hardware
Appendix 2B.2	Data Center Software, Databases and Middleware
Appendix 2B.3	Data Center Supported Electronic Data Exchanges
Appendix 2B.4	System Classifications
Appendix 2B.5	Data Center Management Tools
Appendix 2B.6	███████ Hardware
Appendix 2B.7	███████ Software
Attachment A	SOW Definitions
Schedule 3	Fees
Schedule 4	Fee Reductions

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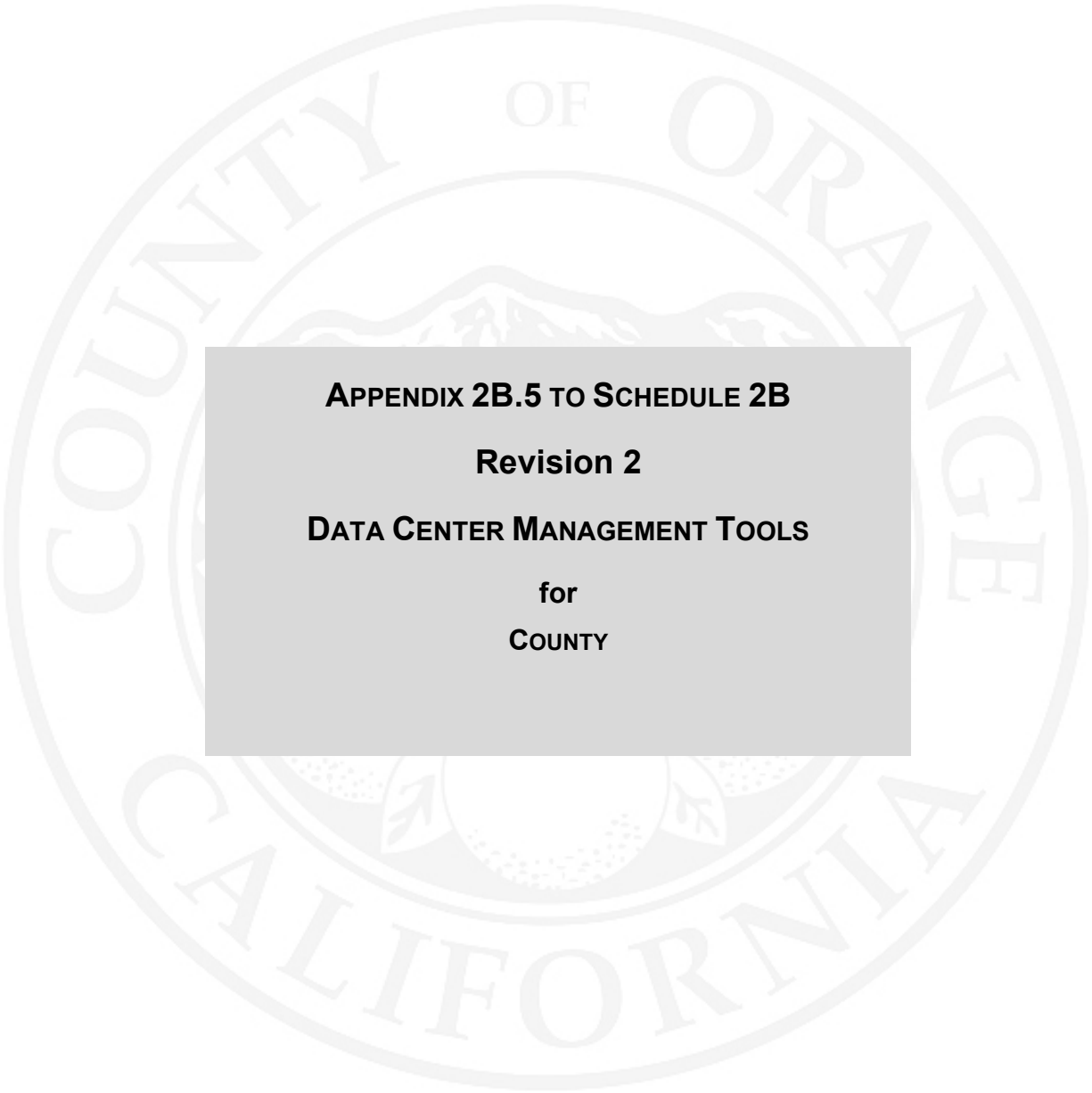
APPENDIX 2B.5 TO SCHEDULE 2B

Revision 2

DATA CENTER MANAGEMENT TOOLS

for

COUNTY

This is Appendix 2B.5 (Data Center Management Tools) to the Agreement. Unless otherwise expressly defined herein, the capitalized terms used herein shall have the meaning assigned to them in the Agreement.

Data Center Management Tools

The Table below provides a listing and description of all Vendor Data Center Management tools, associated functionality and capabilities, standard reports and associated Service Area environments. This tool environment shall be supported and maintained by Vendor.

Table 1.   Data Center Management Tools

Data Center Process	Product Name & Version	Describe Functions & Features Including Real-time Data Access for the County (including manual and automated functions / integration points with other tools)	County Service Area Areas/Components where Tool will be used (e.g., Data Center - and Windows servers)
Data Center System & Infrastructure Monitoring	███	███████ products are used to monitor and manage business services and specific systems within the IT infrastructure, including servers, databases, applications, and virtualized environments, proactive recovery from outage or service degradation, integration to SAIC's ████ ██████████████████) Incident and Problem system, log file consolidation and correlation	Data center environments status; ████████████ hardware platforms;
End-to-end system availability monitoring (infrastructure and application)	███	███████ products are used to monitor and manage business services and specific systems within the IT infrastructure, including servers, databases, applications, and virtualized environments, proactive recovery from outage or service degradation, log file consolidation and correlation, integration to SAIC's ████ ████████████ Incident and Problem system	Data center environments status; ████████████ hardware platforms;
End-to-end system performance monitoring (infrastructure and application)	███	███████ products are used to monitor and manage business services and specific systems within the IT infrastructure, including servers, databases, applications, and virtualized environments, access to real-time and historical system performance and capacity utilization, log file consolidation and correlation	Data center environments status; ████████████ hardware platforms
Job Scheduling, Implementation, Execution	████████████	Provides schedule control and execution for batch job schedule activities (Vendor to utilize County-owned licenses. Vendor to upgrade licenses at expiration of mainframe)	All batch scheduling of job packages and restarts
Electronic Data Exchange Transaction Monitoring	████████	Monitors the file transfers (Vendor to utilize County-owned licenses.)	File transfers for CIO and agencies

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Data Center Process	Product Name & Version	Describe Functions & Features Including Real-time Data Access for the County (including manual and automated functions / integration points with other tools)	County Service Area Areas/Components where Tool will be used (e.g., Data Center - UNIX and Windows servers)
Applications Monitoring	███	████████ products are used to monitor and manage business services and specific systems within the IT infrastructure, including servers, databases, applications, and virtualized environments, access to real-time and historical system performance and capacity utilization	Data center environments status; ████████ hardware platforms; and applications and services hosted
Storage and Data Management Storage Performance Monitoring	████████████	Manages storage subsystem (SANs and backup)	Storage subsystem performance, capacity reporting and availability
Database Performance Monitoring Tools	██ Performance Manager for Database, █████ ██ Server tools	Database performance monitoring (Vendor to utilize County-owned licenses.)	All ████ and ██████ ██ DBs in scope
Database Activity Monitoring Tools	██ Performance Manager for Database, █████ ██ Server tools	Database activity monitoring (Vendor to utilize County-owned licenses.)	All ████ and ██████ ██ DBs in scope
Server Administration	████████████ native administration tools	Updates of software and patches on Windows, UNIX (AIX and Sun Solaris), Linux, and Mainframe servers	Server infrastructure; Data Center ████████████ servers
Data Center Service Level Monitoring, Measurement and Reporting Tools			
System Availability	███	Server reporting and dashboards	All service infrastructure components
Application Platform Response Time	███	Application services reporting and dashboards	All application service components

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Data Center Process	Product Name & Version	Describe Functions & Features Including Real-time Data Access for the County (including manual and automated functions / integration points with other tools)	County Service Area Areas/Components where Tool will be used (e.g., Data Center - UNIX and Windows servers)
Batch Processing	███████████████ ██	Batch execution reports and dashboards	Batch process cycle
General Administrative Functions	Center Portal services	Operations and program function reporting and dashboards	PMO and contract execution functions
Storage Administration	████████████ ████████ ████ █████ reports	Storage utilization and administration reports and dashboards	Storage and data service infrastructure
Server Administration	████████ ████████ services	Server administration and utilization reports and dashboards	Server infrastructure
Database Administration	Portal services	Database administration and utilization reports and dashboards	Databases
IT Continuity and DR	Portal services	IT and continuity support reports and dashboards	IT continuity and DR infrastructure and process
Security	████████ ████	██████████████ is a comprehensive vulnerability analysis solution that provides complete visibility into the security posture of the managed server environment.	Security process and infrastructure
Capacity and Availability Management Monitoring/Trending/Reporting	██	████████ products are used to monitor and manage business services and specific systems within the IT infrastructure, including servers, databases, applications, and virtualized environments, access to real-time and historical system performance and capacity utilization	Data Center
System Software Refresh and Updates	██████	We will use ████ for Windows servers. ███ has its own utility for ██████ and we will use the tool already owned by the County. A █████ equivalent for ████ is not popular, so we normally do this piece manually.	Data center

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SOW Pricing Appendix Table of Contents	Pricing Workbook Table of Contents
Worksheet Title / Hyperlink	**Description**
Pricing Summary Sheets	
Summary - 10 Year Rollup	Summary of Ten-Year pricing across all Service Areas
Recurring Monthly Charges	
Orange County Data Center	Pricing for Providing Services Out of the Orange County Data Center
Desktop	Pricing for Desktop Services
Service Desk	Pricing for Service Desk Services
ADM	Pricing for Application Development and Maintenance Services
Other Charges	
Hourly Rate	Worksheet for itemizing Service Provider hourly rate structures for project personnel for each year
Termination Fees	Worksheet for itemizing annual Termination Fees for each Service Area
Termination Fee Monthly Schedule	Worksheet for monthly Termination Fees for each Service Area
Disentanglement Fee Estimate	Worksheet for providing estimate of Disentanglement Fee each year for each tower
Vendor Pricing Assumptions	
Pricing Assumptions	Worksheet to itemize all assumptions upon which its pricing is dependent

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Summary - 10 Year Rollup Pricing

SUMMARY—TEN-YEAR ROLL-UP	
Service Recipient:	County of Orange
Vendor Name:	SAIC - Scope 1

Click links for
TOC page   Pricing Assumptions

RECURRING FEES	2/3/14 - 2/2/15	2/3/15 - 2/2/16	2/3/16 - 2/2/17	2/3/17 - 2/2/18	2/3/18 - 2/2/19	2/3/19 - 2/2/20	2/3/20 - 6/30/22	7/1/22 - 6/30/23	7/1/23 - 6/30/24	
SCOPE 1 SERVICE AREAS	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 and 8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)	Total
OC Data Center	$ 7,595,473	$ 8,393,040	$ 8,869,440	$ 8,825,832	$ 8,662,272	$ 7,222,992	$ 17,624,355	$ 7,162,968	$ 7,370,592	$ 81,726,964
Desktop	$ 1,195,104	$ 1,113,192	$ 2,536,122	$ 2,962,452	$ 2,803,092	$ 2,803,092	$ 7,309,856	$ 3,024,768	$ 3,024,768	$ 26,772,446
Service Desk	$ 1,136,004	$ 969,660	$ 989,328	$ 1,028,664	$ 962,144	$ 932,892	$ 2,972,065	$ 1,234,740	$ 1,236,708	$ 11,462,205
Application Development and Maintenance	$ 4,880,627	$ 5,256,005	$ 5,256,005	$ 5,219,644	$ 5,110,560	$ 5,110,560	$ 9,025,380	$ 3,734,640	$ 3,734,640	$ 47,328,061
SCOPE 1 ANNUAL TOTAL FEES	$ 14,807,208	$ 15,731,897	$ 17,650,895	$ 18,036,592	$ 17,538,068	$ 16,069,536	$ 36,931,656	$ 15,157,116	$ 15,366,708	$ 167,289,676

YEAR 1 ONE-TIME TRANSITION COSTS	
Orange County Data Center	$ 843,405
Desktop	$ 378,558
Service Desk	$ 1,112,071
Application Development and Maintenance	$ 1,238,476
TOTAL TRANSITION FEES - SCOPE 1	$ 3,572,510

Optional Services Fees										
SCOPE 1 SERVICE AREAS	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 and 8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)	Total
OC Data Center	$ 486,866	$ 388,620	$ 388,620	$ 388,620	$ 761,553	$ 127,139	$ -	$ -	$ -	$ 2,541,418
Desktop	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Service Desk	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Application Development and Maintenance	$ 3,167,701	$ 1,848,211	$ 1,848,211	$ 1,405,303	$ 962,415	$ 963,474	$ -	$ -	$ -	$ 10,195,315
SCOPE 1 ANNUAL Optional Services FEES	$ 3,654,567	$ 2,236,831	$ 2,236,831	$ 1,793,923	$ 1,723,968	$ 1,090,613	$ -	$ -	$ -	$ 12,736,733

EARLY TERMINATION FEES										
Early Termination Fees - Orange County Data Center	$ 5,730,687	$ 4,791,115	$ 4,215,221	$ 3,391,696	$ 2,152,016	N/A	$ 2,397,217	$ 748,944	$ 748,944	
Early Termination Fees - Desktop	$ 68,688	$ 61,298	$ 53,271	$ 44,614	$ 36,841	N/A	$ -	$ -	$ -	
Early Termination Fees - Service Desk	$ 141,619	$ 121,154	$ 101,323	$ 80,419	$ 59,755	N/A	$ -	$ -	$ -	
Early Termination Fees - Application Management	$ 226,249	$ 226,249	$ 226,249	$ 226,249	$ 226,249	N/A	$ -	$ -	$ -	
TOTAL TERMINATION FEES	$ 6,167,243	$ 5,199,816	$ 4,596,064	$ 3,742,978	$ 2,474,861	$ -	$ 2,397,217	$ 748,944	$ 748,944	

NOTE: Early termination fees apply only to termination for convenience

Disentanglement Fees Estimate										
Disentanglement Fees Estimate - Orange County Data Center	$ -	$ -	$ -	$ -	$ -	N/A	N/A	N/A	N/A	
Disentanglement Fees Estimate- Desktop	$ -	$ -	$ -	$ -	$ -	N/A	N/A	N/A	N/A	
Disentanglement Fees Estimate - Service Desk	$ -	$ -	$ -	$ -	$ -	N/A	N/A	N/A	N/A	
Disentanglement Fees Estimate- Application Management	$ -	$ -	$ -	$ -	$ -	N/A	N/A	N/A	N/A	
TOTAL DISENTANGLEMENT FEES - Scope 1	$ -	$ -	$ -	$ -	$ -					

NOTE: The amount provided is estimate only. The final amount shall be determined at the time of disentanglement

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Pricing for OC Data Center

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Pricing for Service Desk

Service Desk Services		Click links for
Service Recipient:	County of Orange	TOC page Pricing Assumptions
Vendor Name:	SAIC - Scope 1	

Vendor Provided Services		Year 1			Year 2			Year 3			Year 4			Year 5 (Feb to June)			Year 5 (July to Jan)			Year 6			Years 7 and 8 (Extension)			Year 9 (Option Year 1)			Year 10 (Option Year 2)			
		Price Per Month			Price Per Month			Price Per Month			Price Per Month			Price Per Month			Price Per Month			Price Per Month			Price Per Month			Price Per Month			Price Per Month			
Resource Unit Category	Unit of Measure	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Comments
Management Services (including fees associated with Schedule 1 - Relationship Management)	Fixed	1	$ 13,950.00	$13,950.00	1	$ 13,950.00	$13,950.00	1	$ 13,950.00	$13,950.00	1	$ 13,950.00	$13,950.00	1	$ 13,950.00	$13,950.00	1	$ 13,950.00	$13,950.00	1	$ 13,950.00	$13,950.00	1	$ 13,950.00	$13,950.00	1	$ 13,950.00	$13,950.00	1	$ 13,950.00	$13,950.00	
Service Desk Platform as a Service Solution	User	0	$ 188.00	$0.00	0	$ 188.00	$0.00	0	$ 188.00	$0.00	0	$ 188.00	$0.00	0	$ 188.00	$0.00	0	$ 188.00	$0.00	0	$ 188.00	$0.00	0	$ 188.00	$0.00	0	$ 188.00	$0.00	0	$ 188.00	$0.00	
Service Desk Process User License	User	63	$ 81.94	$5,162.22	80	$ 81.94	$6,555.20	100	$ 81.94	$8,194.00	140	$ 81.94	$11,471.60	135	$ 81.94	$11,061.90	135	$ 81.94	$11,061.90	150	$ 81.94	$12,291.00	214	$ 81.94	$17,535.16	214	$ 81.94	$17,544.80	225	$ 81.94	$18,436.50	
Service Desk Calls (Level 1, 2 and 3 Support)	Number of Calls	8,395	$ 9.00	$75,555.00	6,700	$ 9.00	$60,300.00	6,700	$ 9.00	$60,300.00	6,700	$ 9.00	$60,300.00	4,150	$ 12.41	$51,500.00	4,150	$ 12.41	$51,500.00	7,442	$ 9.54	$71,000.00	7,442	$ 9.54	$71,000.00	7,442	$ 9.54	$71,000.00				
		MONTHLY SERVICES FEE	$	94,667		$	80,805		$	82,444		$	85,722		$	85,312		$	76,512		$	77,241		$	102,485		$	102,495		$	103,059	
		ANNUAL SERVICE AREA FEES	$	1,136,004		$	969,660		$	989,328		$	1,028,664		$	426,560		$	535,584		$	932,892		$	2,972,065		$	1,234,740		$	1,236,708	

ONE TIME SERVICE DESK TRANSITION FEES		
Resource Category (itemize all charges)	Cost Breakdown	Description of Services / Comments
Project Team / Management	1,112,071.00	
Hardware	$ -	
Software	$ -	
Installation / build-out	$ -	
Testing	$ -	
Training	$ -	
Other (specify) Travel	$ -	
Other (specify)	$ -	
Other (specify)	$ -	
Shipping/Handling/Storage	$ -	
Customs Charges	$ -	
Third-party consulting and/or labor	$ -	
Taxes		
Federal / National	$ -	
State / Provincial	$ -	
Local	$ -	
TOTAL SERVICE DESK TRANSITION FEES	$ 1,112,071	

Note: See Service Desk Band Pricing for applicable Service Desk Call volume band pricing for Contract Years 5 through 10

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Service Desk Band Pricing

Service Desk Services	
Service Recipient:	County of Orange
Vendor Name:	SAIC - Scope 1

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Vendor Provided Services		Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			Years 7 and 8 (Extension)			Year 9 (Option Year 1)			Year 10 (Option Year 2)			
		Price Per Month			Price Per Month			Price Per Month			Price Per Month			Price Per Month			Price Per Month			Price Per Month			Price Per Month			Price Per Month			
Resource Unit Category	Unit of Measure	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Comments
Management Services (including fees associated with Schedule 1 - Relationship Management)	Fixed	1	$ 16,893.00		1	$ 16,893.00		1	$ 16,893.00		1	$ 16,893.00	See below table for applicable band and price			See below table for applicable band and price			See below table for applicable band and price			See below table for applicable band and price			See below table for applicable band and price		
Service Desk Platform as a Service Solution	User	0	$ 188.03		59	$ 188.03		62	$ 188.03		65	$ 188.03															
Service Desk Process User License	User	63	$ 81.94		80	$ 81.94		95	$ 81.94		98	$ 81.94															
Service Desk Calls (Level 1, 2 and 3 Support)	Number of Calls	15,800 - 19,800	$ 8.77		15,800 - 19,800	$ 8.77		15,800 - 19,800	$ 8.77		15,800 - 19,800	$ 8.77															
MONTHLY SERVICES FEE				$ -			$ -			$ -			$ -													
ANNUAL SERVICES FEE				$ -			$ -			$ -			$ -													

	Year 5			Year 6			Years 7 and 8 (Extension)			Year 9 (Option Year 1)			Year 10 (Option Year 2)		
	Monthly Call Volume	Band Pricing (fixed price per month)	Band Pricing (fixed price per month)	Monthly Call Volume	Band Pricing (fixed price per month)	Band Pricing (fixed price per month)	Monthly Call Volume	Band Pricing (fixed price per month)	Band Pricing (fixed price per month)	Monthly Call Volume	Band Pricing (fixed price per month)	Band Pricing (fixed price per month)	Monthly Call Volume	Band Pricing (fixed price per month)	Band Pricing (fixed price per month)
	0 to 4150	$51,500	$51,500	0 to 4150	$51,500	$51,500	0 to 4150	$51,500	$51,500	0 to 4150	$51,500	$51,500	0 to 4150	$51,500	$51,500
	4151 to 5500	$57,100	$57,100	4151 to 5500	$57,100	$57,100	4151 to 5500	$57,100	$57,100	4151 to 5500	$57,100	$57,100	4151 to 5500	$57,100	$57,100
	5501 to 6700	$60,300	$60,300	5501 to 6700	$60,300	$60,300	5501 to 6700	$60,300	$60,300	5501 to 6700	$60,300	$60,300	5501 to 6700	$60,300	$60,300
	6701 to 8000	$71,000	$71,000	6701 to 8000	$71,000	$71,000	6701 to 8000	$71,000	$71,000	6701 to 8000	$71,000	$71,000	6701 to 8000	$71,000	$71,000
	8001 to 9300	$81,500	$81,500	8001 to 9300	$81,500	$81,500	8001 to 9300	$81,500	$81,500	8001 to 9300	$81,500	$81,500	8001 to 9300	$81,500	$81,500

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Pricing for Desktop

Desktop

Service Recipient:	County of Orange
Vendor Name:	SAIC - Scope 1

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Vendor Provided Services		Year 1 Price Per Month			Year 2 Price Per Month			Year 3 Price Per Month (Feb - April)			Year 3 Price Per Month (May - Jan)			Year 4 Price Per Month			Year 5 Price Per Month			Year 6 Price Per Month			Years 7 and 8 (Extension) Price Per Month			Year 9 (Option Year 1) Price Per Month			Year 10 (Option Year 2) Price Per Month			
Resource Unit Category	Unit of Measure	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Baseline Quantity	Monthly Unit Price	Monthly Total	Description/Comments
Management Services (including fees associated with Schedule 1 - Relationship Management)	Fixed		$ 21,149.49	$21,149.49	1	$ 21,149.49	$21,149.49	1	$ 21,149.49	$21,149.49	1	$ 25,802.38	$25,802.38	1	$ 25,802.38	$25,802.38	1	$ 25,802.38	$25,802.38	1	$ 25,802.38	$25,802.38	1	$ 25,802.38	$25,802.38	1	$ 25,802.38	$25,802.38	1	$ 25,802.38	$25,802.38	
Desktop/Laptop Support (includes support of end users attached peripherals)	Qty of Desktop/Laptop	1033	$ 59.34	$61,298.22	950	$ 59.34	$56,373.00	940	$ 59.34	$55,779.60	7000	$ 23.26	$162,820.00	7090	$ 23.26	$164,913.40	7100	$ 23.26	$165,146.00	7100	$ 23.26	$165,146.00	7109	$ 23.26	$165,355.34	7109	$ 23.26	$165,355.34	7109	$ 23.26	$165,355.34	
Network Attached Devices	Qty of Network Attached Devices	102	$ 10.00	$1,020.00	76	$ 10.00	$760.00	76	$ 10.00	$760.00	550	$ 5.75	$3,162.50	585	$ 5.75	$3,363.75	575	$ 5.75	$3,306.25	575	$ 5.75	$3,306.25	486	$ 5.75	$2,794.50	486	$ 5.75	$2,794.50	486	$ 5.75	$2,794.50	
Standalone Printers/Scanners	Qty of Standalone Devices	467	$ 10.00	$4,670.00	450	$ 10.00	$4,500.00	435	$ 10.00	$4,350.00	5100	$ 5.75	$29,325.00	4930	$ 5.75	$28,347.50	4900	$ 5.75	$28,175.00	4900	$ 5.75	$28,175.00	4981	$ 5.75	$28,640.75	4981	$ 5.75	$28,640.75	
Conference Room Services	Qty of Conference Room Setups	75	$ 35.18	$2,638.50	20	$ 35.18	$703.60	20	$ 35.18	$703.60	25	$ 35.18	$879.50	50	$ 35.18	$1,759.00	40	$ 35.18	$1,407.20	40	$ 35.18	$1,407.20	Removed pursuant to Amendment 15			Removed pursuant to Amendment 15			Removed pursuant to Amendment 15			
End User Mobile Device provisioning and support	Qty of Mobile Devices		This RU was created pursuant to Amendment 15			This RU was created pursuant to Amendment 15			This RU was created pursuant to Amendment 15		180	This RU was created pursuant to Amendment 15		642	This RU was created pursuant to Amendment 15		500	This RU was created pursuant to Amendment 15		215	This RU was created pursuant to Amendment 15		215	This RU was created pursuant to Amendment 15		1545	10.50	$16,222.50	1545	10.50	$16,222.50	
IMACs for Desktops/Laptops/Network Attached Devices/Standalone Printers	Qty of Monthly IMACs	152	$ 58.00	$8,816.00	160	$ 58.00	$9,280.00	160	$ 58.00	$9,280.00		45.37	$29,127.54		45.37	$22,685.00		45.37	$9,754.55		45.37	$9,754.55	292	45.37	$13,248.04	292	45.37	$13,248.04	292	45.37	$13,248.04	
	MONTHLY SERVICES		$ 99,592			$ 92,768			$ 92,023			$ 251,117			$ 246,671			$ 233,591			$ 233,591			$ 252,064			$ 252,064			
	ANNUAL SERVICE AREA FEES		$ 1,195,104			$ 1,113,192			$ 276,069			$ 2,360,053			$ 2,962,462			$ 2,803,092			$ 7,369,655			$ 3,024,768			$ 3,024,768			

ONE TIME DESKTOP TRANSITION FEES

Resource Category (Itemize all charges)	Cost Breakdown	Description of Services / Comments
Project Team / Management	$ 378,558.00	
Hardware	$ -	
Software	$ -	
Installation / build-out	$ -	
Testing	$ -	
Training	$ -	
Other (specify) Travel	$ -	
Other (specify)	$ -	
Shipping/Handling/Storage	$ -	
Customs Charges	$ -	
Third-party consulting and/or labor	$ -	
Taxes		
Federal / National	$ -	
State / Provincial	$ -	
Local	$ -	
TOTAL DESKTOP TRANSITION FEES	$ 378,558	

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Desktop Band Pricing

Desktop	
Service Recipient	County of Orange
Vendor Name	SAIC - Scope 1

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Band 1

Vendor Provided Services — Price Per Month. Years covered: Year 1, Year 2, Year 3, Year 4, Year 5, Year 6, Years 7 and 8 (Extension), Year 9 (Option Year 1), Year 10 (Option Year 2).

Resource Unit Category	Unit of Measure	Baseline Quantity	Monthly Unit Price	Monthly Total
Management Services (including fees associated with Schedule 1 - Relationship Management)	Fixed	1	$21,149.49	$21,149.49
Desktop/Laptop Support (includes support of end users attached peripherals)	Qty of Desktop/Laptop	2000	$35.93	$71,860.00
Network Attached Devices	Qty of Network Attached Devices	324	$6.15	$1,992.60
Standalone Printers/Scanners	Qty of Standalone Devices	491	$6.15	$3,019.65
Conference Room Services	Qty of Monthly Setups	290	$35.18	$10,202.20
End User Mobile Device provisioning and support	Qty of Mobile Devices	This RU was created pursuant to Amendment 15		
IMACs for Desktops/Laptops/Network Attached Devices/Standalone Printers	Qty of Monthly IMACs	325	$45.37	$14,745.25

- Years 1–6: MONTHLY SERVICES FEE $122,969; ANNUAL SERVICES FEE $1,475,628
- Conference Room Services — Removed pursuant to Amendment 15 (Years 7 & 8, Year 9, Year 10)
- End User Mobile Device provisioning and support (Years 7 & 8, Year 9, Year 10): 750 | $10.50 | $7,875.00
- Years 7 & 8 (Extension): MONTHLY SERVICES FEE $120,642; ANNUAL SERVICES FEE $3,498,618
- Year 9 (Option Year 1): MONTHLY SERVICES FEE $120,642; ANNUAL SERVICES FEE $1,447,704
- Year 10 (Option Year 2): MONTHLY SERVICES FEE $120,642; ANNUAL SERVICES FEE $1,447,704

Band 2

Vendor Provided Services — Price Per Month. Years covered: Year 1 through Year 6, Years 7 & 8, and Year 7 (Option Year 2).

Resource Unit Category	Unit of Measure	Baseline Quantity	Monthly Unit Price	Monthly Total
Management Services (including fees associated with Schedule 1 - Relationship Management)	Fixed	1	$23,687.43	$23,687.43
Desktop/Laptop Support (includes support of end users attached peripherals)	Qty of Desktop/Laptop	4000	$32.87	$131,480.00
Network Attached Devices	Qty of Network Attached Devices	648	$5.95	$3,855.60
Standalone Printers/Scanners	Qty of Standalone Devices	981	$5.95	$5,836.95
Conference Room Services	Qty of Monthly Setups	375	$35.18	$13,192.50
End User Mobile Device provisioning and support	Qty of Mobile Devices	This RU was created pursuant to Amendment 15		
IMACs for Desktops/Laptops/Network Attached Devices/Standalone Printers	Qty of Monthly IMACs	650	$45.37	$29,490.50

- Years 1–6: MONTHLY SERVICES FEE $207,543; ANNUAL SERVICES FEE $2,490,516
- Conference Room Services — Removed pursuant to Amendment 15 (later years)
- End User Mobile Device provisioning and support (later years): 1250 | $10.50 | $13,125.00
- Years 7 & 8: MONTHLY SERVICES FEE $207,475; ANNUAL SERVICES FEE $6,016,775
- Year 7 (Option Year 2): MONTHLY SERVICES FEE $207,475; ANNUAL SERVICES FEE $2,489,700

Band 3

Vendor Provided Services — Price Per Month. Years covered: Year 1 through Year 6, Years 7 & 8, and Year 7 (Option Year 2).

Resource Unit Category	Unit of Measure	Baseline Quantity	Monthly Unit Price	Monthly Total
Management Services (including fees associated with Schedule 1 - Relationship Management)	Fixed	1	$25,802.38	$25,802.38
Desktop/Laptop Support (includes support of end users attached peripherals)	Qty of Desktop/Laptop	7500	$23.26	$174,450.00
Network Attached Devices	Qty of Network Attached Devices	1215	$5.75	$6,986.25
Standalone Printers/Scanners	Qty of Standalone Devices	1840	$5.75	$10,580.00
Conference Room Services	Qty of Monthly Setups	500	$35.18	$17,590.00
End User Mobile Device provisioning and support	Qty of Mobile Devices	This RU was created pursuant to Amendment 15		
IMACs for Desktops/Laptops/Network Attached Devices/Standalone Printers	Qty of Monthly IMACs	1219	$45.37	$55,306.03

- Years 1–6: MONTHLY SERVICES FEE $290,715; ANNUAL SERVICES FEE $3,488,580
- Conference Room Services — Removed pursuant to Amendment 15 (later years)
- End User Mobile Device provisioning and support (later years): 1600 | $10.50 | $16,800.00
- Years 7 & 8: MONTHLY SERVICES FEE $289,925; ANNUAL SERVICES FEE $8,407,825
- Year 7 (Option Year 2): MONTHLY SERVICES FEE $289,925; ANNUAL SERVICES FEE $3,479,100

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Application Development and Maintenance Services	
Service Recipient:	**County of Orange**
Vendor Name:	**SAIC - Scope 1**

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Application Maintenance and Development Support (County Site)		**Blended Hourly Rate/Annual Fees**								
Category	Metric	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 &8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)
County Portfolio Maintenance and Development	County Estimated Hours/Yr	36,878	48,672	48,672	48,672	48,672	48,672	85,956	35,568	35,568
	Blended Hourly Rate	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00
	GRC Software Management Fixed	$145,444.84	$145,444.84	$145,444.84	$109,083.63	Pursuant to Amendment 10 all GRC Services ceased and were deleted from Agreement at 11:59 PM PST on October 31, 2017.				
	Annual Fees	$4,017,635	$5,256,005	$5,256,005	$5,219,644	$5,110,560	$5,110,560	$9,025,380	$3,734,640	$3,734,640

Application Maintenance and Development Support (Vendor Site)		**Blended Hourly Rate/Annual Fees**								
Category	Metric	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 &8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)
County Portfolio Maintenance and Development - Non ■	County Estimated Hours/Yr	6,552	0	0	0	0	0	0	0	0
County Portfolio Maintenance and Development - ■	County Estimated Hours/Yr	1,872	0	0	0	0	0	0	0	0
	Blended Hourly Rate - Non ■	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00
	Blended Hourly Rate - ■	$160.00	$160.00	$160.00	$160.00	$160.00	$160.00	$160.00	$160.00	$160.00
	Annual Fees	$862,992	$0	$0	$0	$0	$0	$0	$0	$0
	Annual Service Area Fees	$4,880,627	$5,256,005	$5,256,005	$5,219,644	$5,110,560	$5,110,560	$9,025,380	$3,734,640	$3,734,640

Optional Services

		Blended Hourly Rate/Annual Fees								
Category	Metric	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 &8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)
HCA/BHS EHR Application Support	County Estimated Hours/Yr	7,488	7,488	7,488	3,744					
	Blended Hourly Rate	$118.57	$118.57	$118.57	$118.57					
	Annual Fees	$887,852	$887,852	$887,852	$443,926					
OCCR Application Support	County Estimated Hours/Yr	5,616	5,616	5,616	5,616	5,616	5,616	Removed pursuant to Amendment 15		
	Blended Hourly Rate	$108.65	$108.65	$108.65	$108.65	$108.65	$108.65	Removed pursuant to Amendment 15		
	Annual Fees	$610,178	$610,178	$610,178	$610,178	$610,178	$610,178	Removed pursuant to Amendment 15		
Applications Portfolio Management	Fixed Fees									
Enterprise Sharepoint Development and Implementation	Fixed Fees	$974,570								
Sharepoint Ongoing Support	Vendor Estimated Hours/Yr	1,575.60	2,745.60	2,745.60	2,745.60	2,745.60	2,745.60	Removed pursuant to Amendment 15		
	Blended Hourly Rate	$109.01	$109.01	$109.01	$109.01	$109.01	$109.01	Removed pursuant to Amendment 15		
	Annual Fees	$171,756	$299,298	$299,298	$299,298	$299,298	$299,298	Removed pursuant to Amendment 15		
■ System Upgrade	Fixed Fees	$523,345	$50,883	$50,883	$51,901	$52,939	$53,998	Removed pursuant to Amendment 15		
Project Management System Ongoing Support	Vendor Estimated Hours/Yr									
Support covered under ADM Vendor site	Blended Hourly Rate									
	Annual Fees									
Other current and future in-flight projects Support	Fixed Fees	$0	$0	$0	$0	$0	$0			$0
	Annual Optional Services Fees	$3,167,701	$1,848,211	$1,848,211	$1,405,303	$962,415	$963,474	$0	$0	$0

ONE TIME APPLICATION MANAGEMENT TRANSITION FEES

Resource Category (itemize all charges)	Cost Breakdown	Description of Services / Comments
Project Team / Management	$ 1,238,476.00	
Hardware	$ -	
Software	$ -	
Installation / build-out	$ -	
Testing	$ -	
Training	$ -	
Other (specify) Travel	$ -	
Other (specify)	$ -	
Other (specify)	$ -	
Shipping/Handling/Storage	$ -	
Customs Charges	$ -	
Third-party consulting and/or labor	$ -	
Taxes		
Federal / National	$ -	
State / Provincial	$ -	
Local	$ -	
TOTAL APPLICATION MANAGEMENT TRANSITION FEES	$ 1,238,476	

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Termination Fees

Termination Fee Details				Click links for						
Service Recipient:	County of Orange			TOC page						
Vendor Name:	SAIC - Scope 1									

Orange County Data Center	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 &8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)	Assumptions
Actual Cost to redeploy or separate personnel until the earlier of the date Contractor is able to redeploy or 9 days after termination of the Agreement.	$ 195,783.78	$ 186,678.43	$ 184,550.92	$ 174,399.96	$ 159,263.46	$ -	$ -			
Actual Cost of terminating 3rd-party contracts that are required to be terminated as a result of termination of the Services	$ 2,029,611.54	$ 1,550,950.85	$ 1,374,311.75	$ 1,214,598.32	$ 780,770.43	$ -	$ -			
Actual portion of un-depreciated hardware expenses not yet recovered or discharged by Contractor f hardware acquired, which is used solely to provide the Services under the Agreement	$ 3,505,291.65	$ 3,053,486.00	$ 2,656,358.56	$ 2,002,697.74	$ 1,211,982.60	$ -	587,269.00	Removed pursuant to Amendment 16		
Unamortized Disaster Recovery Solution Fee							$ 1,809,948.00	$ 748,944.00	$ 748,944.00	
Overhead costs (e.g., payroll taxes, rent										
Administrative Expenses - salary costs of people not charging directly for tower services ((e.g., backoffic support, external services costs (e.g., legal expenses, notary fees))										
Actual portion of unrecovered un-depreciated equipment expenses not yet owed and discharged by the service provider, but only for equipment acquired and used solely to provide the outsourcing services										
Unrecovered start-up and transition expenses										
Mark-up margin total that Contractor will apply to actual termination cost	$ -	$ -	$ -	$ -	$ -					
Total	$ 5,730,686.97	$ 4,791,115.28	$ 4,215,221.23	$ 3,391,696.02	$ 2,152,016.49	$ -	$ 2,397,217.00	$ 748,944.00	$ 748,944.00	

Desktop	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 &8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)	Assumptions
Actual Cost to redeploy or separate personnel until the earlier of the date Contractor is able to redeploy or 9 days after termination of the Agreement.	$ 32,687.96	$ 32,497.58	$ 31,671.19	$ 30,214.48	$ 29,641.39	$ -	$ -			
Actual Cost of terminating 3rd-party contracts that are required to be terminated as a result of termination of the Services	$ 36,000.00	$ 28,800.00	$ 21,600.00	$ 14,400.00	$ 7,200.00	$ -	$ -			
Actual portion of un-depreciated hardware expenses not yet recovered or discharged by Contractor f hardware acquired, which is used solely to provide the Services under the Agreement										
Unamortized license fees for license fees not yet owed and discharged by the service provider, but only fo software used solely to provide the outsourcing services and actual charges for license termination fees for such software										
Overhead costs (e.g., payroll taxes, rent										
Administrative Expenses - salary costs of people not charging directly for tower services ((e.g., backoffic support, external services costs (e.g., legal expenses, notary fees))										
Actual portion of unrecovered un-depreciated equipment expenses not yet owed and discharged by the service provider, but only for equipment acquired and used solely to provide the outsourcing services										
Unrecovered start-up and transition expenses										
Mark-up margin total that Contractor will apply to actual termination cost	$ -	$ -	$ -	$ -	$ -					
Total	$ 68,687.96	$ 61,297.58	$ 53,271.19	$ 44,614.48	$ 36,841.39	$ -	$ -			

Service Desk	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 &8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)	Assumptions
Actual Cost to redeploy or separate personnel until the earlier of the date Contractor is able to redeploy or 9 days after termination of the Agreement.	$ 45,619.37	$ 44,354.37	$ 43,723.21	$ 42,019.49	$ 40,555.21	$ -	$ -			
Actual Cost of terminating 3rd-party contracts that are required to be terminated as a result of termination of the Services										
Actual portion of un-depreciated hardware expenses not yet recovered or discharged by Contractor f hardware acquired, which is used solely to provide the Services under the Agreement										
Unamortized license fees for license fees not yet owed and discharged by the service provider, but only fo software used solely to provide the outsourcing services and actual charges for license termination fees for such software	$ 96,000.00	$ 76,800.00	$ 57,600.00	$ 38,400.00	$ 19,200.00	$ -	$ -			
Overhead costs (e.g., payroll taxes, rent										
Administrative Expenses - salary costs of people not charging directly for tower services ((e.g., backoffic support, external services costs (e.g., legal expenses, notary fees))										
Actual portion of unrecovered un-depreciated equipment expenses not yet owed and discharged by the service provider, but only for equipment acquired and used solely to provide the outsourcing services										
Unrecovered start-up and transition expenses										
Mark-up margin total that Contractor will apply to actual termination cost	$ -	$ -	$ -	$ -	$ -					
Total	$ 141,619.37	$ 121,154.37	$ 101,323.21	$ 80,419.49	$ 59,755.21	$ -	$ -	$ -	$ -	

ADM	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 &8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)	Assumptions
Actual Cost to redeploy or separate personnel until the earlier of the date Contractor is able to redeploy or 9 days after termination of the Agreement.	$ 226,248.85	$ 226,248.85	$ 226,248.85	$ 226,248.85	$ 226,248.85	$ -	$ -			
Actual Cost of terminating 3rd-party contracts that are required to be terminated as a result of termination of the Services										
Actual portion of un-depreciated hardware expenses not yet recovered or discharged by Contractor f hardware acquired, which is used solely to provide the Services under the Agreement										
Unamortized license fees for license fees not yet owed and discharged by the service provider, but only fo software used solely to provide the outsourcing services and actual charges for license termination fees for such software										
Overhead costs (e.g., payroll taxes, rent										
Administrative Expenses - salary costs of people not charging directly for tower services ((e.g., backoffic support, external services costs (e.g., legal expenses, notary fees))										
Actual portion of unrecovered un-depreciated equipment expenses not yet owed and discharged by the service provider, but only for equipment acquired and used solely to provide the outsourcing services										
Unrecovered start-up and transition expenses										
Mark-up margin total that Contractor will apply to actual termination cost										
Total	$ 226,248.85	$ 226,248.85	$ 226,248.85	$ 226,248.85	$ 226,248.85	$ -	$ -	$ -	$ -	

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Termination Fee Monthly Schedule

Termination Fee Monthly Schedule	
Service Recipient	County of Orange
Vendor Name	SAIC - Scope 1

Click links for
TOC page

Orange County Data Center			Desktop			Service Desk			ADM		
Termination Month	Termination Charge	Assumptions	Termination Month	Termination Charge	Assumptions	Termination Month	Termination Charge	Assumptions	Termination Month	Termination Charge	Assumptions
Month 1	$ 5,730,686.97		Month 1	$ 68,687.96		Month 1	$ 141,619.37		Month 1	$ 226,248.85	
Month 2	$ 5,526,587.84		Month 2	$ 68,087.96		Month 2	$ 140,019.37		Month 2	$ 226,248.85	
Month 3	$ 5,322,488.70		Month 3	$ 67,487.96		Month 3	$ 138,419.37		Month 3	$ 226,248.85	
Month 4	$ 5,118,389.57		Month 4	$ 66,887.96		Month 4	$ 136,819.37		Month 4	$ 226,248.85	
Month 5	$ 4,914,290.44		Month 5	$ 66,287.96		Month 5	$ 135,219.37		Month 5	$ 226,248.85	
Month 6	$ 4,710,191.30		Month 6	$ 65,687.96		Month 6	$ 133,619.37		Month 6	$ 226,248.85	
Month 7	$ 4,506,092.17		Month 7	$ 65,087.96		Month 7	$ 132,019.37		Month 7	$ 226,248.85	
Month 8	$ 4,301,993.03		Month 8	$ 64,487.96		Month 8	$ 130,419.37		Month 8	$ 226,248.85	
Month 9	$ 4,097,893.90		Month 9	$ 63,887.96		Month 9	$ 128,819.37		Month 9	$ 226,248.85	
Month 10	$ 3,893,794.77		Month 10	$ 63,287.96		Month 10	$ 127,219.37		Month 10	$ 226,248.85	
Month 11	$ 3,689,695.63		Month 11	$ 62,687.96		Month 11	$ 125,619.37		Month 11	$ 226,248.85	
Month 12	$ 3,485,596.50		Month 12	$ 62,087.96		Month 12	$ 124,019.37		Month 12	$ 226,248.85	
Month 13	$ 4,791,115.28		Month 13	$ 61,297.58		Month 13	$ 121,154.37		Month 13	$ 226,248.85	
Month 14	$ 4,707,151.15		Month 14	$ 60,697.58		Month 14	$ 119,554.37		Month 14	$ 226,248.85	
Month 15	$ 4,623,187.01		Month 15	$ 60,097.58		Month 15	$ 117,954.37		Month 15	$ 226,248.85	
Month 16	$ 4,353,691.80		Month 16	$ 59,497.58		Month 16	$ 116,354.37		Month 16	$ 226,248.85	
Month 17	$ 4,455,258.74		Month 17	$ 58,897.58		Month 17	$ 114,754.37		Month 17	$ 226,248.85	
Month 18	$ 4,371,294.59		Month 18	$ 58,297.58		Month 18	$ 113,154.37		Month 18	$ 226,248.85	
Month 19	$ 4,287,330.46		Month 19	$ 57,697.58		Month 19	$ 111,554.37		Month 19	$ 226,248.85	
Month 20	$ 4,203,366.32		Month 20	$ 57,097.58		Month 20	$ 109,954.37		Month 20	$ 226,248.85	
Month 21	$ 4,119,402.19		Month 21	$ 56,497.58		Month 21	$ 108,354.37		Month 21	$ 226,248.85	
Month 22	$ 4,035,438.05		Month 22	$ 55,897.58		Month 22	$ 106,754.37		Month 22	$ 226,248.85	
Month 23	$ 3,951,473.92		Month 23	$ 55,297.58		Month 23	$ 105,154.37		Month 23	$ 226,248.85	
Month 24	$ 3,867,509.78		Month 24	$ 54,697.58		Month 24	$ 103,554.37		Month 24	$ 226,248.85	
Month 25	$ 4,215,221.23		Month 25	$ 53,271.19		Month 25	$ 101,323.21		Month 25	$ 226,248.85	
Month 26	$ 4,119,136.34		Month 26	$ 52,671.19		Month 26	$ 99,723.21		Month 26	$ 226,248.85	
Month 27	$ 4,023,051.46		Month 27	$ 52,071.19		Month 27	$ 98,123.21		Month 27	$ 226,248.85	
Month 28	$ 3,926,966.57		Month 28	$ 51,471.19		Month 28	$ 96,523.21		Month 28	$ 226,248.85	
Month 29	$ 3,830,881.69		Month 29	$ 50,871.19		Month 29	$ 94,923.21		Month 29	$ 226,248.85	
Month 30	$ 3,734,796.81		Month 30	$ 50,271.19		Month 30	$ 93,323.21		Month 30	$ 226,248.85	
Month 31	$ 3,638,711.92		Month 31	$ 49,671.19		Month 31	$ 91,723.21		Month 31	$ 226,248.85	
Month 32	$ 3,542,627.03		Month 32	$ 49,071.19		Month 32	$ 90,123.21		Month 32	$ 226,248.85	
Month 33	$ 3,446,542.14		Month 33	$ 48,471.19		Month 33	$ 88,523.21		Month 33	$ 226,248.85	
Month 34	$ 3,350,457.26		Month 34	$ 47,871.19		Month 34	$ 86,923.21		Month 34	$ 226,248.85	
Month 35	$ 3,254,372.37		Month 35	$ 47,271.19		Month 35	$ 85,323.21		Month 35	$ 226,248.85	
Month 36	$ 3,158,287.48		Month 36	$ 46,671.19		Month 36	$ 83,723.21		Month 36	$ 226,248.85	
Month 37	$ 3,301,696.02		Month 37	$ 44,014.48		Month 37	$ 80,419.49		Month 37	$ 226,248.85	
Month 38	$ 3,282,102.52		Month 38	$ 44,014.48		Month 38	$ 78,819.49		Month 38	$ 226,248.85	
Month 39	$ 3,172,500.02		Month 39	$ 43,414.48		Month 39	$ 77,219.49		Month 39	$ 226,248.85	
Month 40	$ 3,062,915.52		Month 40	$ 42,814.48		Month 40	$ 75,619.49		Month 40	$ 226,248.85	
Month 41	$ 2,978,261.27		Month 41	$ 42,214.48		Month 41	$ 74,019.49		Month 41	$ 226,248.85	
Month 42	$ 2,843,728.51		Month 42	$ 41,614.48		Month 42	$ 72,419.49		Month 42	$ 226,248.85	
Month 43	$ 2,734,135.02		Month 43	$ 41,014.48		Month 43	$ 70,819.49		Month 43	$ 226,248.85	
Month 44	$ 2,624,541.52		Month 44	$ 40,414.48		Month 44	$ 69,219.49		Month 44	$ 226,248.85	
Month 45	$ 2,514,948.02		Month 45	$ 39,814.48		Month 45	$ 67,619.49		Month 45	$ 226,248.85	
Month 46	$ 2,405,354.51		Month 46	$ 39,214.48		Month 46	$ 66,019.49		Month 46	$ 226,248.85	
Month 47	$ 2,295,761.01		Month 47	$ 38,614.48		Month 47	$ 64,419.49		Month 47	$ 226,248.85	
Month 48	$ 2,186,167.51		Month 48	$ 38,014.48		Month 48	$ 62,819.49		Month 48	$ 226,248.85	
Month 49	$ 2,152,016.49		Month 49	$ 36,841.39		Month 49	$ 59,755.21		Month 49	$ 226,248.85	
Month 50	$ 2,031,996.24		Month 50	$ 36,241.39		Month 50	$ 58,155.21		Month 50	$ 226,248.85	
Month 51	$ 1,911,976.00		Month 51	$ 35,641.39		Month 51	$ 56,555.21		Month 51	$ 226,248.85	
Month 52	$ 1,791,955.74		Month 52	$ 35,041.39		Month 52	$ 54,955.21		Month 52	$ 226,248.85	
Month 53	$ 1,671,935.49		Month 53	$ 34,441.39		Month 53	$ 53,355.21		Month 53	$ 226,248.85	
Month 54	$ 1,551,915.24		Month 54	$ 33,841.39		Month 54	$ 51,755.21		Month 54	$ 226,248.85	
Month 55	$ 1,431,895.00		Month 55	$ 33,241.39		Month 55	$ 50,155.21		Month 55	$ 226,248.85	
Month 56	$ 1,311,874.75		Month 56	$ 32,641.39		Month 56	$ 48,555.21		Month 56	$ 226,248.85	
Month 57	$ 1,191,854.50		Month 57	$ 32,041.39		Month 57	$ 46,955.21		Month 57	$ 226,248.85	
Month 58	$ 1,071,834.26		Month 58	$ 31,441.39		Month 58	$ 45,355.21		Month 58	$ 226,248.85	
Month 59	$ 951,814.00		Month 59	$ 30,841.39		Month 59	$ 43,755.21		Month 59	$ 226,248.85	
Month 60	$ 831,793.75		Month 60	$ 30,241.39		Month 60	$ 42,155.21		Month 60	$ 226,248.85	
Month 61	$ -		Month 61	$ -		Month 61	$ -		Month 61	$ -	
Month 62	$ -		Month 62	$ -		Month 62	$ -		Month 62	$ -	
Month 63	$ -		Month 63	$ -		Month 63	$ -		Month 63	$ -	
Month 64	$ -		Month 64	$ -		Month 64	$ -		Month 64	$ -	
Month 65	$ -		Month 65	$ -		Month 65	$ -		Month 65	$ -	
Month 66	$ -		Month 66	$ -		Month 66	$ -		Month 66	$ -	
Month 67	$ -		Month 67	$ -		Month 67	$ -		Month 67	$ -	
Month 68	$ -		Month 68	$ -		Month 68	$ -		Month 68	$ -	
Month 69	$ -		Month 69	$ -		Month 69	$ -		Month 69	$ -	
Month 70	$ -		Month 70	$ -		Month 70	$ -		Month 70	$ -	
Month 71	$ -		Month 71	$ -		Month 71	$ -		Month 71	$ -	
Month 72	$ -		Month 72	$ -		Month 72	$ -		Month 72	$ -	
Month 73	$ 2,239,057.26	The County will terminate Vendor's SAN Services at the end of month 82 and pay the SAN Services termination fee of $133,669. The Vendor will no longer bill the Storage, Backup, Replication Services Hardware (CEO/IT Enterprise) resource unit as of Month 83. In the instance that County only terminates for its convenience Vendor's Disaster Recovery Services obligations, the second amount shown in the cell formula through month 82 (and the only amount thereafter) of the month in which the termination becomes effective is the Disaster Recovery Termination Fee to be paid to Vendor.	Month 73	$ -		Month 73	$ -		Month 73	$ -	
Month 74	$ 2,126,245.26		Month 74	$ -		Month 74	$ -		Month 74	$ -	
Month 75	$ 2,013,433.26		Month 75	$ -		Month 75	$ -		Month 75	$ -	
Month 76	$ 1,900,621.26		Month 76	$ -		Month 76	$ -		Month 76	$ -	
Month 77	$ 1,787,809.26		Month 77	$ -		Month 77	$ -		Month 77	$ -	
Month 78	$ 1,674,997.26		Month 78	$ -		Month 78	$ -		Month 78	$ -	
Month 79	$ 1,562,185.26		Month 79	$ -		Month 79	$ -		Month 79	$ -	
Month 80	$ 1,557,752.71		Month 80	$ -		Month 80	$ -		Month 80	$ -	
Month 81	$ 1,444,040.71		Month 81	$ -		Month 81	$ -		Month 81	$ -	
Month 82	$ 1,381,900.00	This month, October 2020, will be the FINAL month Vendor shall provide Storage, Backup, Replication Services Hardware (CEO/IT Enterprise) of Vendor's SAN Services. The County to pay the $133,669 termination fees. From this point forward only Vendor's Disaster Recovery termination fees are reported.	Month 82	$ -		Month 82	$ -		Month 82	$ -	
Month 83	$ 1,185,828.00		Month 83	$ -		Month 83	$ -		Month 83	$ -	
Month 84	$ 1,123,416.00		Month 84	$ -		Month 84	$ -		Month 84	$ -	
Month 85	$ 1,061,004.00		Month 85	$ -		Month 85	$ -		Month 85	$ -	
Month 86	$ 998,592.00		Month 86	$ -		Month 86	$ -		Month 86	$ -	
Month 87	$ 936,180.00		Month 87	$ -		Month 87	$ -		Month 87	$ -	
Month 88	$ 873,768.00		Month 88	$ -		Month 88	$ -		Month 88	$ -	
Month 89	$ 811,356.00		Month 89	$ -		Month 89	$ -		Month 89	$ -	
Month 90	$ 748,944.00		Month 90	$ -		Month 90	$ -		Month 90	$ -	
Month 91	$ 686,532.00		Month 91	$ -		Month 91	$ -		Month 91	$ -	
Month 92	$ 624,120.00		Month 92	$ -		Month 92	$ -		Month 92	$ -	
Month 93	$ 561,708.00		Month 93	$ -		Month 93	$ -		Month 93	$ -	
Month 94	$ 499,296.00		Month 94	$ -		Month 94	$ -		Month 94	$ -	
Month 95	$ 436,884.00		Month 95	$ -		Month 95	$ -		Month 95	$ -	
Month 96	$ 374,472.00		Month 96	$ -		Month 96	$ -		Month 96	$ -	
Month 97	$ 312,060.00		Month 97	$ -		Month 97	$ -		Month 97	$ -	
Month 98	$ 249,648.00		Month 98	$ -		Month 98	$ -		Month 98	$ -	
Month 99	$ 187,236.00		Month 99	$ -		Month 99	$ -		Month 99	$ -	
Month 100	$ 124,824.00		Month 100	$ -		Month 100	$ -		Month 100	$ -	
Month 101	$ 62,412.00		Month 101	$ -		Month 101	$ -		Month 101	$ -	
Month 102	$ 748,944.00	Option year 1 - Year 9: The Termination Fees for Month 102 through Month 113 below apply in the instance that County terminates for its convenience Vendor's Disaster Recovery Services obligations.	Month 102	$ -		Month 102	$ -		Month 102	$ -	
Month 103	$ 686,532.00		Month 103	$ -		Month 103	$ -		Month 103	$ -	
Month 104	$ 624,120.00		Month 104	$ -		Month 104	$ -		Month 104	$ -	
Month 105	$ 561,708.00		Month 105	$ -		Month 105	$ -		Month 105	$ -	
Month 106	$ 499,296.00		Month 106	$ -		Month 106	$ -		Month 106	$ -	
Month 107	$ 436,884.00		Month 107	$ -		Month 107	$ -		Month 107	$ -	
Month 108	$ 374,472.00		Month 108	$ -		Month 108	$ -		Month 108	$ -	
Month 109	$ 312,060.00		Month 109	$ -		Month 109	$ -		Month 109	$ -	
Month 110	$ 249,648.00		Month 110	$ -		Month 110	$ -		Month 110	$ -	
Month 111	$ 187,236.00		Month 111	$ -		Month 111	$ -		Month 111	$ -	
Month 112	$ 124,824.00		Month 112	$ -		Month 112	$ -		Month 112	$ -	
Month 113	$ 62,412.00		Month 113	$ -		Month 113	$ -		Month 113	$ -	
Month 114	$ 748,944.00	Option year 2 - Year 10: The Termination Fees for Month 114 through Month 125 below apply in the instance that County terminates for its convenience Vendor's Disaster Recovery Services obligations.	Month 114	$ -		Month 114	$ -		Month 114	$ -	
Month 115	$ 686,532.00		Month 115	$ -		Month 115	$ -		Month 115	$ -	
Month 116	$ 624,120.00		Month 116	$ -		Month 116	$ -		Month 116	$ -	
Month 117	$ 561,708.00		Month 117	$ -		Month 117	$ -		Month 117	$ -	
Month 118	$ 499,296.00		Month 118	$ -		Month 118	$ -		Month 118	$ -	
Month 119	$ 436,884.00		Month 119	$ -		Month 119	$ -		Month 119	$ -	
Month 120	$ 374,472.00		Month 120	$ -		Month 120	$ -		Month 120	$ -	
Month 121	$ 312,060.00		Month 121	$ -		Month 121	$ -		Month 121	$ -	
Month 122	$ 249,648.00		Month 122	$ -		Month 122	$ -		Month 122	$ -	
Month 123	$ 187,236.00		Month 123	$ -		Month 123	$ -		Month 123	$ -	
Month 124	$ 124,824.00		Month 124	$ -		Month 124	$ -		Month 124	$ -	
Month 125	$ 62,412.00		Month 125	$ -		Month 125	$ -		Month 125	$ -	

Orange County Information Technology
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Disentanglement Fee Estimate

Disentanglement Fee Estimate	
Service Recipient:	County of Orange
Vendor Name:	SAIC - Scope 1

Click links for
TOC page

Orange County Data Center	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 &8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)	Assumptions
Disentanglement Fee Estimate										
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

Desktop	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 &8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)	Assumptions
Disentanglement Fee Estimate										
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

Service Desk	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 &8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)	Assumptions
Disentanglement Fee Estimate										
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

ADM	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 &8 (Extension)	Year 9 (Option Year 1)	Year 10 (Option Year 2)	Assumptions
Disentanglement Fee Estimate										
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

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Hourly Rate Sheet

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Assumptions 082219

Tower	Solution / Price Assumption	Comments
Email	SSA email will be taken over by OCIT in physical state; OCIT will migration mailboxes to ███ with SAIC assistance; SAIC will inherit ███ mailboxes to maintain	
Email	SSA email migration support will be performed by an NRI work order	
Email	OCIT ███ mailboxes will be moved back to SAIC for management	
Email	OCIT continues to manage overall ███ backend infrastructure and configuration to include County ███ tennancy	
MDM	SAIC continues to manage ███ until retired	
MDM	OCIT manages ███ tenancy	
MDM	Single end user resource unit applies for both ███ and ███ managed devices	
MDM	███ servers continue to bill as standard server resources. Dedicated resource unit no longer utilized.	
MDM	County BYOD devices will become managed enpoints in ███ / ███ and billable	Parties agree to evaluate different RU for BYOD users if truly less support required
███ / MIM	Support levels for final state of MIM can not be determined at this time and may require an equitable adjustment to the contract pricing	
Server	Cloud-based server resource unit rates cover management of server only; does not include backend cloud platform / tennancy management or enablement	
Server	Implementation of ███ project (server, DB, ███ scheduling, backup, DR) is not included in server rates and to be funded by separate work order	
Server	SSA Server, core infrastructure, ███ etc. take over will require project to perform necessary migration to ███ Solarwinds, and all backend processes	
Server	Future ███ application upgrades to be funded as a work order; future ███ refresh funded as project	
███	███ retirement and refresh projects remain funded until which time County deems no longer necessary at time of system retirement	
Production Control	Resouce Unit to be allocated by County per annual job schedule provided by team for one ███ system at ~ ███ jobs per month	
Production Control	Increased volume produced by ███ due to overlapping systems is unknown - surge labor will be funded by project	
Storage, BU, Rep.	County to provide new storage, backup, replication solution in production effecitve July 1, 2022. SAIC hardware support extended through June 30, 2022.	
Storage, BU, Rep.	Replacement design, implementation, commissioning of new Storage solution will be funded as a project work order	
Storage, BU, Rep.	Cloud resources needing backup locally or in cloud will be billable resource units of labor	
Disaster Recovery	███ agreement remains in place through June 30, 2022; Annual extension options beyond that date will be created based on commitment of 1 year minimum services.	
Disaster Recovery	Hardware required to refresh aging network / server equipment to be purchased by County; SAIC to conduct refresh as BAU effort	SAIC to provide list of hardware to OCIT
Disaster Recovery	███ circuit removed from SAIC; County assumes responsibility to provide	
Disaster Recovery	SSA ███ databases returning to SAIC scope may require work order to reconfigure, re-ingest into County enterprise	
Disaster Recovery	Support for network path, routers, and firewalls connecting County to ███ moved to NVS contract. No longer in scope to DDAS.	
███ switch	Support remains as actually the ███ distributed switch; support moved under virtual server hosts	
Applications Support	Assumes 19.5 FTEs funded through June 2021 at which time ARK resources go away. Future contracting of ARK will become responsibility of County if required.	
Desktop	Onboarding of new agencies will be funded as work order to migrate into ███ and backend processes	
Desktop	███ iMACS priced; assumes ███ additional project iMACS remain billabled as single iMAC per project (current "free" remains in place)	
Desktop	End user mobility device support is based on SOW; includes defined list of device types; does not include BYOD devices	
Desktop	Mobile device detail to be extracted from ███ or ███ SAIC will not track individual mobile devices for purposes of asset management	
Desktop	SSA image management based on a defined set of images and set frequency of updates; undefined requirements may change pricing due to additonal staff being required	Confirmation of ██ images in use ██ SSA; ██ CFS)
Service Desk	Band pricing continues to apply	
Service Desk	Onboarding of SSA to be done within the price given reasonable time and data available to build into ███	

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SLRs & Weighting Factors

Appendix 4.1 (SAIC), Revision 5
Service Level Requirements and Fee Reduction Weighting Factors

"Business Day" means any day on which the County of Orange is open for business.
"Business Hours" means 6:00 A.M. Pacific Time to 6:00 P.M. Pacific Time on a Business Day.
Unless Performance Target says business day/hours, SLR is measured in continuous day/hours.

SLR #	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Weighting Factor Monthly SLR's March, May, June, September, November and December	Weighting Factor Monthly and Quarterly SLR's January, April, July and October	Weighting Factor Monthly, Semi-Annual and Annual February and August
	IT Service Management & Life Cycle Services										
SLR 1 ITSM-01	Work Order Proposal Response (e.g., timelines, deliverables, pricing, assumptions and constraints, comprehensive and complete written documentation, required Vendor authorized approvals)	Proposal Delivery	10 Business Days, or a date mutually agreed to between the parties.	100%	Monthly	Monthly	Performance = Proposal request delivered within required time/total proposals requested by County	Records SLR ITSM-01	2%	2%	2%
	System Software Refresh and Updates	Vendor will perform up to one System Software version or major release modification and unlimited service pack/minor release modifications and patch modifications per year per installed system unless approved otherwise by County.									
SLR 2 ITSM-02	Deploy Emergency Maintenance Release (e.g., security pack, bug patch, antivirus, anti-SPAM, and anti-Spyware update deployments)	Time to deploy	Perform same Business Day as signoff, subject to agreed upon Change Management procedures	100.0%	Monthly	Monthly	Number of events completed on time/total of events occurring during Measurement Period	Records SLR measurement ITSM-02	2%	2%	2%
SLR 3 ITSM-03	Deploy Non-Emergency Maintenance Release (e.g., XYZ Version 8.1.5 to XYZ Version 8.1.6)	Time to deploy	Perform within next regular maintenance time window, subject to agreed upon Change Management procedures	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with 101 or more Transactions will follow the 99% Minimum Performance calculation	Monthly	Monthly	Number of events completed on time/total of events occurring during Measurement Period	Records measurement SLR ITSM 03	1%	1%	1%
SLR 4 ITSM-04	Implementation of Enhancement Release (e.g., XYZ Version 8.1 to XYZ Version 8.2)	Time to deploy	Within 30 Business Days after notification by County or per County approved project schedule	98.0%	Monthly	Monthly	Number of events completed on time/total of events occurring during Measurement Period	Records measurement SLR ITSM 04	0%	0%	0%
SLR 5 ITSM-05	Implementation of Major Release Updates (e.g., XYZ Version 8 to XYZ Version 9)	Time to deploy	Within 60 Business Days after notification by County or per County approved project schedule	98.0%	Monthly	Monthly	Number of events completed on time/total of events occurring during Measurement Period	Records measurement SLR ITSM 05	0%	0%	0%
	Incident Resolution										
SLR 6	████████████████████ 2 Incident and impact to CEOIT and the impacted agency(s)	Time to respond	████████ ████████████ ████████ ██████	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with 51 or more Transactions will follow the 98% Minimum Performance calculation.	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	R/Y/G Notification timestamps	2%	2%	2%
SLR 7	Time to Notify County of a Priority 3 or 4 Incident	Time to respond	<30 minutes	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with 51 or more Transactions will follow the 98% Minimum Performance calculation.	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	Notification emails	1%	1%	1%
SLR 8 ITSM-08	Incident Resolution - Priority Level 1	Time to Resolve	<4 hours	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with 51 or more Transactions will follow the 98% Minimum Performance calculation.	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	Records measurement - SLR ITSM -08	16%	15%	15%
SLR 9 ITSM-09	Incident Resolution - Priority Level 2	Time to Resolve	<8 hours	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with 51 or more Transactions will follow the 98% Minimum Performance calculation.	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	Records measurement - SLR ITSM -09	11%	8%	11%

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SLRs and Fee Reduction Weighting Factors

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SLRs & Weighting Factors

SLR #	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Weighting Factor Monthly SLR's March, May, June, September, November and December	Weighting Factor Monthly and Quarterly SLR's January, April, July and October	Weighting Factor Monthly, Semi-Annual and Annual February and August
SLR 10 ITSM-10	Incident Resolution - Priority Level 3	Time to Resolve	<3 Calendar Days or within an agreed upon time frame	95% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss 11-20 >2 = 3 Failures cause a miss Monthly measurement with 21 or more Transactions will follow the 95% Minimum Performance calculation.	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	▉ Records measurement - SLR ITSM -10	3%	3%	3%
SLR 11 ITSM-11	Incident Resolution - Priority Level 4	Time to Resolve	<5 Calendar Days or within an agreed upon time frame	95% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss 11-20 >2 = 3 Failures cause a miss Monthly measurement with 21 or more Transactions will follow the 95% Minimum Performance calculation.	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	▉ Records measurement - SLR ITSM -11	2%	2%	2%
SLR 12 ITSM-12A ITSM-12B	Root Cause Analysis (ITIL Form) 1) Complete assessment of business impact 2) Explanation of technical cause 3) Detail plan for resolution problem for future instances	Time to report	Initial report within 24 hours of Incident Resolution for Priority Level 1 or 2. Final report within 5 Business Days.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with 51 or more Transactions will follow the 98% Minimum Performance calculation.	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	▉ Records measurement ITSM-12A, ITSM-12B	2%	2%	3%
	Backup and Restoration	Vendor shall implement and maintain backup and restoration capabilities for specified Service Area data, applications and component configurations as defined in each Service Area SOW. Vendor shall perform error and omission-free incremental backups, full backups and full archive backups according to the Backup Schedule presented below. Recovery procedures will be capable of restoring Service delivery for failed Service Area data, applications and component configurations according to the Restoration SLRs listed below. Service Area components requiring scheduled backups shall be referenced in the service environment section of each Service Area SOW. Vendor shall continually monitor backup jobs and immediately identify and fix any failures to ensure successful reruns to meet frequency requirements. Such timely reruns shall be considered as successful completion of the SLR.									
SLR 13	Daily Backup Onsite Retention for 35 days	Successful backup and storage	Daily/Incremental Backup completion within 24 hours. Weekly/Monthly Full Backup completion within 48 hours or prior to next business day start of Daily/Incremental Backups.	99%	Monthly	Monthly	Number of backups completed on schedule/total of all backups scheduled during Measurement Interval	Native Backup System Reporting Tool	4%	4%	5%
SLR 14	▉ Archive Backup Offsite Storage Retention for ▉ months (to be performed during the month)	Successful Tapeout	Approved tapeout production schedule	100%	Monthly	Monthly	Number of tapeouts completed on schedule/total of all tapeouts scheduled during Measurement Interval	Native Backup System Reporting Tool	2%	2%	2%
SLR 15	Daily Remote (Offsite) Replication Retained for ▉ days	Successful Replication	Replication frequency	100%	Monthly	Monthly	Number of successful replications/total of all replications during Measurement Interval	Native Backup System Reporting Tool	0%	0%	0%
SLR 16	Quarterly Test of each type of backup restore process	Test results	Quarterly Successful test of each type of backup restore process	100%	Quarterly	Quarterly	Number of quarterly tests completed on schedule/total of all quarterly tests scheduled during Measurement Interval	▉ Records - Quarterly Test Service Requests	0%	0%	0%
	Restoration SLRs										
SLR 17 ITSM-17	Production Data Restore Requests	Commencement time for data less than ▉ days old	Commence restore ≤ 4 hours from County request	95% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss 11-20 >2 = 3 Failures cause a miss Monthly measurement with 21 or more Transactions will follow the 95% Minimum Performance calculation.	Monthly	Monthly	Number of requests completed within performance target /total of all requests occurring during Measurement Interval	▉ Records measurement - SLR ITSM -17	10%	10%	10%
SLR 18 ITSM-18	Non-Production Data Restore Requests	Commencement time for data less than ▉ days old	Commence restore ≤ 8 business hours from County request	95% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss 11-20 >2 = 3 Failures cause a miss Monthly measurement with 21 or more Transactions will follow the 95% Minimum Performance calculation.	Monthly	Monthly	Number of requests completed within performance target /total of all requests occurring during Measurement Interval	▉ Records measurement - SLR ITSM -18	0%	0%	0%
SLR 19 ITSM-19	Production and Non-Production Data Restore Requests	Commencement time for data greater than ▉ days old	Commence restore within 3 Business Days	95% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss 11-20 >2 = 3 Failures cause a miss Monthly measurement with 21 or more Transactions will follow the 95% Minimum Performance calculation.	Monthly	Monthly	Number of requests completed within performance target /total of all requests occurring during Measurement Interval	▉ Records measurement - SLR ITSM -19	5%	5%	5%
	Asset Tracking and Management	Within five (5) Business Days after the first Business Day of each calendar quarter, Vendor shall select a statistically valid sample, based on the approved asset management report and in accordance with the process specified in the Policies, Standards and Procedures Manual, to measure Vendor compliance with the following SLR pertaining to the accuracy of individual data elements in the Asset tracking database. Accuracy of data shall adhere to the following SLR.									

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SLRs & Weighting Factors

SLR #	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Weighting Factor Monthly SLR's March, May, June, September, November and December	Weighting Factor Monthly and Quarterly SLR's January, April, July and October	Weighting Factor Monthly, Semi-Annual and Annual February and August
SLR 20	Accuracy of Data Elements in Asset Tracking Database with the following fields: ▮▮▮▮ * SAIC will load data the County provides for this attribute under best efforts approach, where applicable. The presence/absence of this data will NOT be factored into the SLR calculation.	Accuracy as determined by audit	Sample size of 100% of the entire CMDB based on the applicable data fields in which the County will select a random sampling 10% of the managed server assets and 1% of managed desktop assets for verification, subject to agreed upon Asset Tracking and Management procedure. SAIC will notify County within 30 days after the completion of audit that corrections have been made in the CMDB See Asset Tracking Matrix tab for details on collection of asset attributes by RU.	97%	Quarterly	Quarterly	Number of tracked Assets where data elements are determined to be correct/total number of tracked Assets sampled	▮ Asset Records	0%	15%	0%
	IT Service Management and Life Cycle Management Tools	System availability of Vendor tools proposed in the delivery of all key ITIL processes and the Web Portal for real time display of system output. The SLRs should only apply to Vendor provided toolsets that provide real time and periodic reporting data and information on the in scope Vendor managed environment									
SLR 21	IT Service Management and Life Cycle Management Tools. (As per defined Appendix 2A1)	System Availability	Per schedule for planned availability	99.90%	Monthly	Monthly	Availability(%) = 100% - Unavailability (%) Where Unavailability is defined as: [(Sum of Outage Duration) / (Scheduled Time)]% Scheduled Time = (Total possible time in Measurement Interval – Maintenance Window time)	▮ Incident records; Records	0%	0%	0%
	End User Scheduled Survey	Vendor shall establish a mutually agreed upon End User satisfaction survey, that may be facilitated by a Third Party and designed with County and Vendor input. Vendor shall supply County semiannual reports of County End User satisfaction, integrating the results of ongoing End User satisfaction surveys for each IT Service Area. Upon delivery of each such report, the Parties shall meet to jointly identify any areas of End User dissatisfaction. The Vendor shall prepare a project plan with County's input and approval to Resolve End User dissatisfaction									
SLR 23	End User Scheduled Survey (conducted semi-annually)	End User Satisfaction	End Users surveyed should be very satisfied or satisfied	90%	Semi-annual	Semi-annual	TBD	County/SAIC Survey Matrix, Form and Process	0%	0%	10%
SLR 24	County Program Management	Program Management Satisfaction	Those surveyed should be very satisfied or satisfied	90%	Semi-annual	Semi-annual	TBD	SAIC Corporate client satisfaction survey tool. Results to be compiled from meeting conducted with County CIO	0%	0%	10%
	Data Center Services										
	System/Security Administration										
SLR 25 DC-01	Proposal for Security Remediation Following Discovery of Security Risk (e.g., timelines, deliverables, assumptions & constraints, comprehensive and complete written documentation)	Proposal Delivery	2 Business Days	95%	Monthly	Monthly	Number of events completed within performance target /events occurring during Measurement Interval	▮ Records SLR measurement DC-01	0%	0%	0%
	System Availability	System Availability is defined as the availability of in scope infrastructure components required to conduct the normal business operation of County Application systems at full functionality including mainframe and servers (e.g., server CPU, memory, internal storage, database), external storage, System Software and Vendor network connection. Availability will be measured based on the fully functional availability of each County Application (i.e., excludes application availability and other out-of-scope components as determined by Root Cause Analysis) to conduct the normal business operation by all End Users of the applicable County Application. NOTE: Notwithstanding any other provision of the Agreement, including but not limited to Section 4.9.4(c), the Parties agree that solely in regard to SLR 26 and SLR 27 below, (1) any changes to the SLR Fee Reduction Weighting Factor for SLR 26 and SLR 27 shall only be made by mutual written agreement of the Parties and (2) the Fee Reduction Weighting Factors for SLR 26 and SLR 27 will be established such that a singular Class 1 System Availability penalty will always be greater than a singular Class 2 System Availability penalty. Vendor shall not unreasonably withhold its consent to any modifications to the SLR Fee Reduction Weighting Factors for SLR 26 and SLR 27 proposed by the County. If the County and Vendor cannot agree on proposed modifications to the SLR Fee Reduction Weighting Factors for SLR 26 and SLR 27, that shall result in a Disagreement between the Parties which shall be addressed using the process described in Section 24 of the Agreement.									
SLR 26	System Availability Class 1-Mission Critical: Production Systems	System Availability	Per schedule for planned availability	99.9%	Monthly	Monthly	Availability(%) = 100% - Unavailability (%) Where Unavailability is defined as: [(Sum of Outage Duration) / (Scheduled Time)]% Scheduled Time = (Total possible time in Measurement Interval – Maintenance Window time) For the purpose of calculating the System Availability SLR penalty amount, a prorated portion of the total penalty will be calculated based on the number of systems that failed to meet the SLR as compared to the total number of systems measured. See the System Availability SLR Calc tab for an example of the penalty calculation.	▮ Incident records; Records	30%	23%	22%

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SLRs & Weighting Factors

SLR #	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Weighting Factor Monthly SLR's March, May, June, September, November and December	Weighting Factor Monthly and Quarterly SLR's January, April, July and October	Weighting Factor Monthly, Semi-Annual and Annual February and August
SLR 27	System Availability Class 2-Business Critical: Non-Production Systems (i.e. UAT, QA, Development, Test, Lab)	System Availability	Per schedule for planned availability	99.7%	Monthly	Monthly	Availability(%) = 100% - Unavailability (%) Where Unavailability is defined as: [(Sum of Outage Duration) / (Scheduled Time)]% Scheduled Time = (Total possible time in Measurement Interval – Maintenance Window time) For the purpose of calculating the System Availability SLR penalty amount, a prorated portion of the total penalty will be calculated based on the number of systems that failed to meet the SLR as compared to the total number of systems measured. See the System Availability SLR Calc tab for an example of the penalty calculation.	Incident records; Records	10%	10%	10%
SLR 30	SAN	System Availability	Planned Availability	99.99%	Monthly	Monthly	Availability(%) = 100% - Unavailability (%) Where Unavailability is defined as: [(Sum of Outage Duration) / (Scheduled Time)]% Scheduled Time = (Total possible time in Measurement Interval – Maintenance Window time)	Incident Records	12%	10%	7%
Unscheduled Downtime											
SLR 31	Unscheduled Downtime for Each County Application NOTE: "County applications" are those production business applications which are operational on systems that SAIC supports.	Unscheduled downtime	Inability to conduct normal business operation due to unscheduled County Application downtime not to exceed 3 times per month, per County Application	100%	Monthly	Monthly	Number of unscheduled downtimes ≤ 3	Incident records	5%	5%	5%
Service Desk Notification											
SLR 32	Notification of Priority 1 and 2 Outages to County Service Desk	Online response time	of discovery (P1) / of discovery (P2)	99.9% / 100%	Monthly	Monthly	Number of requests completed within performance target /total of all requests occurring during Measurement Interval	Incident Records	2%	2%	2%
Batch Processing	Scheduled Production Batch for : jobs include system setup, execution and completion of normally scheduled production batch jobs. Demand and Test Batch: jobs include time for system setup and initiation of job execution for ad hoc requests, non standard, and non prescheduled batch jobs.										
SLR 33	Scheduled Production Batch	Per scheduled time	Complete core jobs per the County's approved schedule	99%	Monthly	Monthly	Complete core jobs per County's approved schedule	Scheduler details	3%	3%	3%
SLR 34 DC-10A DC-10B	Demand Production Batch	Per requested time	to initiation / to initiation	95% / 100%	Monthly	Monthly	Total number of jobs completed within performance target / total number of jobs executed during Measurement Interval	Records SLR measurement DC-10a, DC-10b	2%	2%	2%
SLR 35 DC-11A DC-11B	Demand Test Batch	Per requested time	to initiation / to initiation	95% / 100%	Monthly	Monthly	Total number of jobs completed within performance target / total number of jobs executed during Measurement Interval	Records SLR measurement DC-11a, DC-11b	0%	0%	0%
General Administrative											
SLR 36 DC-12	Setup or Modify Job Scheduler Definition and Dependencies	Response time	Requests submitted by 3:00pm will be incorporated into the current business day production cycle. Requests received after 3:00pm will be worked as Best Efforts to include in the current business day production cycle; but not included in the SLR calculation.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with 51 or more Transactions will follow the 98% Minimum Performance calculation.	Monthly	Monthly	Number of requests completed within performance target /total of all requests occurring during Measurement Interval	Records SLR measurement DC-12	2%	2%	2%
SLR 37 DC-13	One Time Schedule Change for Existing Scheduled Jobs	Response time	Requests submitted by 3:00pm will be incorporated into the current business day production cycle. Requests received after 3:00pm will be worked as Best Efforts to include in the current business day production cycle; but not included in the SLR calculation.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with 51 or more Transactions will follow the 98% Minimum Performance calculation.	Monthly	Monthly	Number of requests completed within performance target /total of all requests occurring during Measurement Interval	Records SLR measurement DC-13	2%	2%	2%
Storage Administration for Mainframe and Servers											
SLR 38	Notification to Allocate Additional Storage Resources (based on pre defined parameters and observed growth patterns)	Proactive monitoring and reporting to the County of need to increase capacity	Total monthly storage capacity utilization measured in GBs used approaches 80% of installed capacity – Inform the County within 1 Business Day	99.0%	Monthly	Monthly	Number of requests/events completed within performance target /total of all requests/events occurring during Measurement Interval	ORT Reports weekly/monthly	2%	2%	2%
SLR 39 DC-15	On-demand Disk Storage Capacity Change Requests	Deployment time	Increases/decreases of +10% of installed storage capacity within 7 Business Days of the County request	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with 101 or more Transactions will follow the 99% Minimum Performance calculation	Monthly	Monthly	Number of requests/events completed within performance target /total of all requests/events occurring during Measurement Interval	Records SLR DC-15	2%	2%	2%

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SLRs & Weighting Factors

SLR #	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Weighting Factor Monthly SLR's March, May, June, September, November and December	Weighting Factor Monthly and Quarterly SLR's January, April, July and October	Weighting Factor Monthly, Semi-Annual and Annual February and August
SLR 40 DC-16	Storage Administration Requests	Deployment time	Perform within one Business Day subject to agreed upon Change Management procedures	99.0%	Monthly	Monthly	Number of requests/events completed within performance target /total of all requests/events occurring during Measurement Interval	☐ Records SLR DC-16	1%	1%	1%
SLR 41	Capacity/Performance Trend Analysis and Reporting	Monthly measurement/ analysis and periodic notification on resource utilization and trends for critical system resources	On schedule delivery of monthly analysis reports and Interim reports on rapidly developing events and trends identification	99.0%	Monthly	Monthly	Number of requests/events completed within performance target /total of all requests/events occurring during Measurement Interval	ORT Reports weekly/monthly	2%	2%	2%
	Database Administration										
SLR 42 DC-19A DC-19B	Instance Creation & Refresh	Elapsed time	Create = per defined project schedule, Refresh : like for like = 1 Business Day Refresh : non-like for like (e.g. source and destination environments being dissimilar, or other data conversion required) = Per defined project schedule	95% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss 11-20 >2 = 3 Failures cause a miss Monthly measurement with 21 or more Transactions will follow the 95% Minimum Performance calculation.	Monthly	Monthly	Total number of events completed within performance target/total number of events scheduled, due or required	☐ Records SLR measurement DC-19a, DC-19b	1%	1%	1%
SLR 43 DC-20A DC-20B DC-20C	Requests - Create User ID for DBAs, Grants, Revokes, Create Table Space, Data Definition Requests	Elapsed time	1-5 requests daily < 2 business hours; 6-10 requests daily < 4 business hours; > 10 daily < 2 business Days Based on a per database instance request	95% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss 11-20 >2 = 3 Failures cause a miss Monthly measurement with 21 or more Transactions will follow the 95% Minimum Performance calculation.	Monthly	Monthly	Total number of events completed within performance target/total number of events scheduled, due or required	☐ Records SLR measurement DC-20a, DC-20b, DC-20c	1%	1%	1%
SLR 44 DC-21	Schema Changes and Stored Procedures	Elapsed time	1 Business Day Based on a per database instance request	95%	Monthly	Monthly	Total number of events completed within performance target/total number of events scheduled, due or required	☐ Records SLR measurement DC-21	0%	0%	0%
SLR 45 DC-22	Performance Tuning and Maintenance	Elapsed time	Two business hours to respond to ad-hoc requests, per mutually agreed tuning requirements	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with 51 or more Transactions will follow the 98% Minimum Performance calculation.	Monthly	Monthly	Total number of events completed within performance target/total number of events scheduled, due or required	☐ Records SLR measurement DC-22	1%	1%	1%
	Server Administration										
SLR 47 DC-24	Provision Servers and Create OS	Time	< 5 Calendar Days from server delivery to implementation, subject to agreed upon Change Management procedures and defined project schedule	95% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss 11-20 >2 = 3 Failures cause a miss Monthly measurement with 21 or more Transactions will follow the 95% Minimum Performance calculation.	Monthly	Monthly	Number of requests/events completed within performance target /total of all requests/events occurring during Measurement Interval	☐ Records SLR measurement DC-24	2%	2%	2%
SLR 48 DC-25A DC-25B DC-25C	▰▰▰	Time to provision	▰▰▰ ▰▰▰ ▰▰▰ ▰▰▰	95% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss 11-20 >2 = 3 Failures cause a miss Monthly measurement with 21 or more Transactions will follow the 95% Minimum Performance calculation.	Monthly	Monthly	Number of requests/events completed within performance target /total of all requests/events occurring during Measurement Interval	☐ Records SLR measurement DC-25a, DC-25b, DC-25c	1%	1%	1%
SLR 49 DC-26	Server Administration Requests	Time to deploy	Perform within ▰ Calendar Day subject to agreed upon Change Management procedures	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with 101 or more Transactions will follow the 99% Minimum Performance calculation	Monthly	Monthly	Number of requests/events completed within performance target /total of all requests/events occurring during Measurement Interval	☐ Records SLR measurement DC-26	1%	1%	1%
SLR 50	Capacity/Performance Trend Analysis and Reporting	Schedule and Per Event	On schedule delivery of ▰▰ analysis reports and Interim reports on rapidly developing events and trends identification	100%	Weekly	Monthly	Number of requests/events completed within performance target /total of all requests/events occurring during Measurement Interval	ORT Reports weekly/monthly	2%	2%	2%

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SLRs and Fee Reduction Weighting Factors

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SLRs & Weighting Factors

SLR #	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Weighting Factor Monthly SLR's March, May, June, September, November and December	Weighting Factor Monthly and Quarterly SLR's January, April, July and October	Weighting Factor Monthly, Semi-Annual and Annual February and August
	Service Level Requirements										
SLR 51	▮▮▮▮▮	Delivery of ▮▮▮	▮▮▮▮▮▮▮	100%	Daily	Monthly	▮▮▮ and Delivered	access db records and delivery	0%	0%	0%
	IT Continuity and Disaster Recovery	Time to recover County Application systems (as defined in the DR plan) after DR Incident has been determined. See Appendix 2B.4– System Classifications for Availability and Disaster Recovery SLRs									
SLR 52	Application Recovery Ranking 1	Time to recover	▮▮▮	100%	Following a declared DR event	Following a declared DR event	Number of applications and related infrastructure (e.g. network) required to provide normal business function recovered within performance target/total number of applications in Measurement Interval	▮▮ Incident Records	2%	2%	1%
SLR 53	Application Recovery Ranking 2	Time to recover	▮▮▮	100%	Following a declared DR event	Following a declared DR event	Number of applications and related infrastructure (e.g. network) required to provide normal business function recovered within performance target/total number of applications in Measurement Interval	▮▮ Incident Records	1%	1%	0%
SLR 54	Application Recovery Ranking 3	Time to recover	▮▮▮	100%	Following a declared DR event	Following a declared DR event	Number of applications and related infrastructure (e.g. network) required to provide normal business function recovered within performance target/total number of applications in Measurement Interval	▮▮ Incident Records	0%	0%	0%
SLR 55	Application Recovery Ranking 4	Time to recover	▮▮▮	100%	Following a declared DR event	Following a declared DR event	Number of applications and related infrastructure (e.g. network) required to provide normal business function recovered within performance target/total number of applications in Measurement Interval	▮▮ Incident Records	0%	0%	0%
SLR 56	Application Recovery Ranking 5	Time to recover	▮▮▮	100%	Following a declared DR event	Following a declared DR event	Number of applications and related infrastructure (e.g. network) required to provide normal business function recovered within performance target/total number of applications in Measurement Interval	▮▮ Incident Records	0%	0%	0%
	DR Testing										
SLR 59	DR Testing	Successful DR test	Successful annual test of each DR for each County Application	100%	Annual	Annual	Number of tests completed within performance target /total of all tests occurring during Measurement Interval	DR test plan, post test report	3%	3%	3%
	Service Desk										
	Service Desk Availability	Service Desk Availability refers to the required timeframes during which certain Services provided by the Service Desk must be available to End Users, and response to automatically generated Service Desk Trouble Tickets is achieved.									
SLR 60	1) Dedicated Service Desk 2) After Hours Shared Service Desk (pager) and Self Help Support 3) County 411 Shared Service Desk	Schedule	▮▮▮▮▮	1) 99.99% 2) 99.99% 3) 99.99%	Monthly	Monthly	Availability(%) = 100% - Unavailability (%) Where Unavailability is defined as: [(Sum of Outage Duration) / (Scheduled Time)]% Scheduled Time = (Total possible time in Measurement Interval – Maintenance Window time)	Outage Records from ▮▮▮	6%	5%	5%
	Response Time	The Vendor will provide United States toll-free telephone lines in adequate quantity to handle Call volume, ACD system(s) to record Call date, time and duration information, and electronic interfaces to all systems for monitoring and reporting.									
SLR 61	Notification of Incident or Problem to County and Third Party providers	Time to notify	≤ 5 minutes from generation of Help Desk Trouble Ticket	95%	Monthly	Monthly	Number of events per event type within performance target / total number of events per type during Measurement Interval = percent (%) attained	▮▮ Problem Records	0%	0%	0%
SLR 62	Average Speed to Answer	Phone response time	1) For dedicated Service Desk support hours: ▮▮▮ 2) For 411 Service Desk hours: ▮▮▮	100%	Monthly	Monthly	Number of events per event type within performance target / total number of events per type during Measurement Interval = percent (%) attained	ACD/IRD	1%	1%	1%
SLR 63	Call Abandonment Rate after 15 seconds	Phone response time	▮▮	100%	Monthly	Monthly	Number of events per event type within performance target / total number of events per type during Measurement Interval = percent (%) attained	ACD/IRD	1%	1%	1%
SLR 64	Automated E-mail Acknowledgement	Online acknowledgement time	▮▮▮	98%	Monthly	Monthly	Number of events per event type within performance target / total number of events per type during Measurement Interval = percent (%) attained	▮▮ Worklog records	0%	0%	0%
	Incident Resolution										
SLR 65 SD-06	First Contact Resolution–(escalation to Level 2 does not qualify as being resolved)	First Contact Resolution percentage	70% of Service Desk resolvable calls, with <5% recalls	N/A	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	▮▮ Records SLR measurement SD-06	8%	5%	5%
SLR 66 SD-07	Level 1 Time to Resolution (escalation to Level 2 does not qualify as being resolved)	Elapsed time	▮▮▮	95%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	▮▮ Records SLR measurement SD-07	1%	1%	1%
SLR 67	Incident Closure Notice (via e-mail and/or phone)	Elapsed time	▮▮▮▮▮	98%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	▮▮ Records	0%	0%	0%
	End User Account Administration										

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SLRs and Fee Reduction Weighting Factors

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SLRs & Weighting Factors

SLR #	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Weighting Factor Monthly SLR's March, May, June, September, November and December	Weighting Factor Monthly and Quarterly SLR's January, April, July and October	Weighting Factor Monthly, Semi-Annual and Annual February and August
SLR 68 SD-09	New End User Account (up to 5 per request)	Elapsed time	Completed within ▮▮▮ of authorized request	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with 101 or more Transactions will follow the 99% Minimum Performance calculation	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	▮ Records SLR measurement SD-09	1%	1%	1%
SLR 69 SD10	New End User Account (6-20 per request)	Elapsed time	Completed within ▮▮▮ of authorized request	99%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	▮ Records SLR measurement SD-10	0%	0%	0%
SLR 70 SD-11	New End User Account (21+ per request)	Elapsed time	Case by case	N/A	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	▮ Records SLR measurement SD-11	0%	0%	0%
SLR 71 SD-12	▮▮▮	Elapsed time	▮▮▮	95%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	▮ Records SLR measurement SD-12	2%	2%	2%
SLR 72 SD-13	▮▮▮	Elapsed time	▮▮▮	95%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	▮ Records SLR measurement SD-13	0%	0%	0%
SLR 73 SD-14	▮▮▮	Elapsed time	▮▮▮	99%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	▮ Records SLR measurement SD-14	7%	5%	5%
SLR 74 SD-15	▮▮▮	Elapsed time	▮▮▮	99.9%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	▮ Records SLR measurement SD-15	0%	0%	0%
	Vendor Access to County Facility and Network		Within five (5) Business Days after the first Business Day of each calendar quarter, Vendor shall provide a report of all personnel approved by the County for delivery of Services pursuant to the Agreement in accordance with the process specified in the Policies, Standards and Procedures Manual, to measure Vendor's compliance with the following SLRs pertaining to the accuracy of Vendor's staff, which includes staff of Vendor's subcontractors, accessing County data center and network. Accuracy of data shall adhere to the following SLRs.								
SLR 74.1 SD-16	Vendor Staff Physical Access to Orange County Data Center per County ▮▮▮	Accuracy as determined by audit	Sample size of 100% of the active ▮▮▮ entries for SAIC personnel as compared to the SAIC Staff Master File of employees actively approved for the delivery of services.	100.0%	Quarterly	Quarterly	Number of employees where access is determined to be correct / total number of employees	Manual comparison of ▮ entries to SAIC Staff Master File - Comparison to be performed by County	0%	2%	0%
SLR 74.2 SD-17	Vendor Staff Logical Access to County Network by means of ▮▮▮	Accuracy as determined by audit	Sample size of 100% of the OCIT Enterprise ▮▮▮ accounts (managed by SAIC) for SAIC personnel as compared to the SAIC Staff Master File of employees actively approved for the delivery of services.	100.0%	Quarterly	Quarterly	Number of employees where access is determined to be correct / total number of employees	Manual comparison of ▮ entries to SAIC Staff Master File - Comparison to be performed by County	0%	2%	0%
	Client Satisfaction										
SLR 75	Periodic Customer Satisfaction	Satisfaction rate	End Users surveyed should be very satisfied or satisfied, based on a 10% survey response rate of all incident/service request Tickets closed in the Reporting Period	90%	Periodic Customer Satisfaction - Measure Monthly based on closed Service Desk Trouble Tickets in same monthly period	Monthly	Sum of survey results from each participant/total number of participants responding to periodic sample	Combination of ▮ automated Satisfaction Survey and ▮ automated survey tools.	1%	1%	1%
	Application Development and Maintenance										
	Application Development SLRs										
SLR 76	Project Estimation Methods and Tools Used for Cost and Schedule	Target	100% of Projects	100%	Monitor Continuously, Measure Monthly	Monthly	Performance = Number of transactions completed within required time/Total number of transactions	▮ Records and Project ORT Reports	1%	1%	1%
SLR 77	Project Estimation (actual cost vs. estimated cost)	Target Cost	Actual Estimate	Actual - Not more than +/- 10% of estimate	Monitor Continuously, Measure Upon Project Completion	Monthly	Performance = Number of transactions completed within required time/Total number of transactions	▮ Records and Project ORT Reports	1%	1%	1%
SLR 78 ITSM-01	Service Requests	Target Time	Deliver proposal within target time	95%	Monitor Continuously, Measure Monthly	Monthly	Performance = Number of transactions completed within required time/Total number of transactions	▮ Records SLR ITSM-01	0%	0%	0%

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SLRs & Weighting Factors

SLR #	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Weighting Factor Monthly SLR's March, May, June, September, November and December	Weighting Factor Monthly and Quarterly SLR's January, April, July and October	Weighting Factor Monthly, Semi-Annual and Annual February and August
SLR 79	Milestone Completion – Milestones on the Critical Path	Completion Date	Completion of milestones by scheduled completion date	100%	Monitor Continuously, Measure Monthly	Monthly	Performance = Number of transactions completed within required time/Total number of transactions	Records and Project ORT Reports	2%	2%	2%
SLR 80	Milestone Completion – All Milestones NOT on the Critical Path	Completion Date	Completion of milestones by scheduled completion date	95%	Monitor Continuously, Measure Monthly	Monthly	Performance = Number of transactions completed within required time/Total number of transactions	Records and Project ORT Reports	0%	0%	0%
SLR 81	Functional Requirements Met	Scale-based Opinion Survey	4.5 or higher on a 5.0 point scale	95%	Project Completion	Monthly	Performance = Number of transactions completed within required time/Total number of transactions	Records and Project ORT Reports	0%	0%	0%
SLR 82	SEI/CMM Level	Target Level	Level 2 Compliant with Level 3 Characteristics	100%	Monitor Continuously, Measure Monthly	Monthly	Performance = Number of projects completed within required time with all methodology required deliverables and process steps/Total number of completed projects	Records and Project ORT Reports	0%	0%	0%
Application Maintenance/Minor Enhancement SLRs											
SLR 83 ADM-08	Service Requests (Minor Enhancements)	Delivery Reply	Deliver proposal within target time	<10 Business Days 98%	Monitor Continuously, Measure Monthly	Monthly	Performance = Number of transactions completed within required time/Total number of transactions	Records SLR ADM-08	0%	0%	0%
SLR 84 ADM-08	Service Request Milestone Completion (Minor Enhancements)	Completion Date	Completion of milestones by scheduled completion date	100%	Monitor Continuously, Measure Monthly	Monthly	Performance = Number of transactions completed within required time/Total number of transactions	Records SLR ADM-08	0%	0%	0%
SLR 85	Service Requests Performance (Minor Enhancements)	Actual vs. Estimated Hours	< 10% of estimate or 15 hours over estimate, whichever is larger	95%	Monitor Continuously, Measure Monthly	Monthly	Performance = Number of transactions completed within required time/Total number of transactions	Records and Work Order Reports	0%	0%	0%
SLR 86 ADM-08	Availability of Qualified Staff	Availability	As defined by the County application requirements	100%	Monitor Continuously, Measure Monthly	Monthly	TBD	Records SLR ADM-08	0%	0%	0%
SLR 87 ADM-12	Quality	Rework Rate	Less than 1 rework instance per 20 changes into production	99%	Monitor Continuously, Measure Monthly	Monthly	TBD	SLR ADM-12	0%	0%	0%
Desktop Support Services											
IMACS											
SLR 88 DS-02	1-10 in a single request	Elapsed time to deploy	Within 3 Business Days of request	95% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss 11-20 >2 = 3 Failures cause a miss Monthly measurement with 21 or more Transactions will follow the 95% Minimum Performance calculation.	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Records SLR measurement DS-02	2%	2%	2%
SLR 89 DS-03	11-20 in a single request	Date and time scheduled	As agreed case by case, but no later than 4 Business Days	95%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Records SLR measurement DS-03	1%	1%	1%
SLR 90 DS-04	> 20 in a single request	Date and time scheduled	As agreed case by case	95%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Records SLR measurement DS-04	0%	0%	0%
SLR 91 DS-05	Urgent request, single move (e.g. unanticipated personnel change)	Elapsed time to deploy	Per agreed schedule, but no later than 1 Business Day	95%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Records SLR measurement DS-05	2%	2%	2%
									190%	190%	190%

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Appendix 4.1 (SAIC), Revision 5
Incident Priority Definitions

PRIORITY MATRIX		IMPACT		
		High	**Medium**	**Low**
U R G E N C Y	**High**	**Priority 0/1**	**Priority 2**	**Priority 3**
	Medium	**Priority 2**	**Priority 3**	**Priority 4**
	Low	**Priority 3**	**Priority 4**	**Service Request**

"Priority levels" are defined categories that identify the degree of business criticality and importance to the organization (the "business impact") of specific Incidents, and the associated Vendor response requirements attributed to any such Incident. The following priority level table categories and descriptions apply to all Services:	
1 - Emergency/Urgent	The Incident or Problem has caused a complete and immediate work stoppage affecting a primary business process or a broad group of End Users such as an entire department, floor, branch, line of business, or external customer. No Workaround is available. Examples: Major application Problem (e.g., ▮▮▮▮▮▮▮▮) Severe Problem during critical periods (e.g., month-end processing) Security Violation (e.g., denial of service, widespread virus) Critical Systems (e.g., voice, network) VIP Incidents
2 - High	A business process is affected in such a way that business functions are severely degraded, multiple End Users are impacted or a key customer is affected. A Workaround may be available; however the Workaround is not easily sustainable. Examples: Major application (e.g., ▮▮▮▮▮▮▮▮▮ safety)
3 - Medium	A business process is affected in such a way that certain functions are unavailable to End Users or a system and/or service is degraded. A Workaround may be available. Examples: Personal productivity Problem (e.g., File/Print, PDA) Redundant system problem
4 - Low	An Incident that has little impact on normal business processes and can be handled on a scheduled basis. A Workaround is available. Examples: Preventative Maintenance

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Appendix 4.1 (SAIC), Revision 5
Key Performance Indicators

Key Performance Indicator (KPI) Description	KPI Service Measure	KPI Performance Target	KPI Minimum Performance	KPI Measurement Interval	KPI Reporting Period		KPI Measurement Tool
Data Center Services							
Internet Web Application Monthly Deployments	Internet Web Application Monthly Deployments is defined as conducting County coded application deployments in QA/production environment.						
On Target Web Deployments	Number of deployments	100 County packaged application deployments / months	100%	Monthly	Monthly	Number of requested deployment = number of deployment executed With a maximum of 100 packaged application deployments / months	▬

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Asset Tracking Matrix

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	Asset Tracking and Management Matrix		
		Desktop Asset	Server Asset
1	Serial Number	√	√
2	Location (Site Address, City, State)	√	√
3	Floor	√	N/A
4	Office / Cube (Room)	√	N/A
5	Agency	√	√
6	Manufacturer (Make)	√	√
7	Model Name	√	√
8	IP Address	N/A	√
9	Operating System (Software/Firmware Version)	√	√
10	DNS Host Name	N/A	√
11	Criticality Level	N/A	√
12	Service Level, Status and Resource Unit (CI Billable)	√	√
13	Cost Center (Accounting Code)	√	√
14	Resource Unit (Budget Code (RU Description))	√	√
15	Agency (Asset Ownership)	√	√
16	Fixed Aset, Fixed Aset Tag *	√	√

* SAIC will load data the County provides for this attribute under best efforts approach, where applicable. The presence/absence of this data will NOT be factored into the SLR calculation.

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System Availability SLR Calc

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Example: In June 2015, a failed HP 3par firmware upgrade (CHG00004142) caused 30 Class 1 systems to be down for ~ 1 hour, resulting in a system availability issue. Calculation used for penalty associated with the missed System Availability Class 1 SLR.	
Total Contract Monthly At Risk Amount (Twenty percent (20%) of the sum of that Contract Year's monthly recurring fees, which shall be estimated at the beginning of each Contract Year)	$259,614.17
System Availability Class 1 Mission Critical Fee Reduction Weighting Factor (Established in Appendix 4.1 - Fee Reduction Weighting Factor)	20%
System Availability Class 1 Mission Critical Fee Reduction Weighting Factor - Total Penalty (Total Contract Monthly At Risk Amount * System Availability Class 1 Mission Critical Fee Reduction Weighting Factor)	$51,922.83
Total System RUs (June 2015)	416
Per system penalty (Total Penalty / Total Systems)	$124.81
Systems impacted	30
Total penalty for impacted systems (Per system penalty * Systems impacted)	$3,744.44

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ATTACHMENT K

APPROVED SUBCONTRACTORS – REVISION 2

FOR

COUNTY

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ATTACHMENT K

APPROVED SUBCONTRACTORS

No.	Subcontractor Name	Service(s)
1.	Ark Technologies	Staff augmentation
2.	AT&T Inc.	████████████ circuits
3.	BMC Software, Inc.	BMC ████████ software support for ████████
4.	CA Technologies	CA software support for ████████ update
5.	Cerith Consulting, Inc.	Business consulting
6.	E911 Helpline, Inc.	Application support and staff augmentation
7.	Iconsoft, Inc.	Staff augmentation
8.	Microsoft Corporation	Premier agreement for services and personal computers
9.	SR2K Inc.	████ staffing
10.	████████	████████████████████████████
11.	Sycomp, A Technology Company	████ environment support
12.	Talent 9, Inc.	Staff augmentation
13.	Winkel Systems	████████ system programming staff support

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Attachment P
Revision 4

Financial Responsibility Matrix

County of Orange

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HARDWARE

	Capital / Lease Cost *(See notes for category descriptions)*					Support / Operational Expenses *(See notes for category descriptions)*						
	Assets (Note 3)	Refresh	Upgrades / Enhancements	Growth	Vendor Charging Mechanism	Administrative Procurement	Third Party Maintenance	Operations & Support	Asset Refresh	IMACD	Disaster Recovery	Vendor Charging Mechanism
Data Center												
Servers-All Types-(Listed under Appendix 2B.1)	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Base
Server DR Hardware	Vendor[4]	Vendor[4]	Vendor[4]	Vendor[4]	Base	Vendor[4]	Vendor[4]	Vendor	Vendor[4]	Vendor	Vendor	Base
MDM Hardware	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Base
▮▮▮ (Listed under Appendix 2B.6)	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	N/A	Base
County Legacy SAN, Backup and Replication devices	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Base
Offsite Storage Facility and Backup and archival consumables (e.g. Tapes, Optical)	County	County	County	County	N/A	County	County	Vendor	N/A	N/A	N/A	Base
Vendor Provided SAN, Backup and Replication Solution Components	County[6]	County[6]	County[6]	County[6]	N/A	County[6]	County[7]	Vendor	County[6]	Vendor	Vendor	Base
▮▮▮ Hardware	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Base
County Legacy DR Equipment	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Base
Vendor Provided DR/BRC Equipment	Vendor[4]	Vendor[4]	Vendor[4]	Vendor[4]	Base	Vendor[4]	Vendor[4]	Vendor	Vendor[4]	Vendor	Vendor	Base
Service Desk Services												
Vendor Solution Specific Equipment	Vendor	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Desktop Services												
Desktop (Listed under 2C.1 and 2E.1)	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor (BRC Only)	Base
Laptop (Listed under 2C.1 and 2E.1)	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor (BRC Only)	Base
Network Attached Devices (Listed under 2C.1 and 2E.1)	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor (BRC Only)	Base
Standalone Printers (Listed under 2C.1 and 2E.1)	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor (BRC Only)	Base
Printer Consumables	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor (BRC Only)	Base
Visual and Audio Devices	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor (BRC Only)	Base
Other Peripherals	County	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor (BRC Only)	Base
PDAs and Cell phones	County	County	County	County	N/A	County	County	Vendor (MDM)	County	Vendor (MDM)	N/A	Base
Circuit Connectivity												
County Sites to Vendor Remote Support Sites	Vendor	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	N/A	Vendor	Vendor	Base
County Sites to Vendor DR/BRC Sites	Vendor[5]	Vendor[5]	Vendor[5]	Vendor[5]	Base	Vendor[5]	Vendor[5]	Vendor	N/A	Vendor	Vendor	Base
Vendor Sites (including circuits)	Vendor	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	N/A	Vendor	Vendor	Base

N/A = Not Applicable
Base = Included in Base Pricing (Fixed/Variable)
Option=Optional Pricing

Notes

1 Vendor owned servers are considered base services but do not have a distinct, separate Resource Unit fee.
2 Vendor is responsible for voice and data transport within Vendor Sites.
3 Asset owner responsible for providing spares as may be reasonably required.
4 DR Hardware that requires refresh after February 2, 2020 will become the responsibility of the County to provide to Vendor.
5 Effective upon notification by County, Vendor will disconnect ▮▮ circuit connecting County ▮▮ site to ▮▮▮▮▮ DR site. County will be responsible for providing ▮▮ circuit effective with notification.
6 SAN, Backup, and Replication Hardware and Software will be provided by Vendor through October 31, 2020.
7 Vendor will continue to provide, manage, and utilize OEM maintenance and technical support agreements until the current end-date of each individual OEM maintenance and technical support agreement. Upon expiration of any individual OEM agreement, County will be responsible for obtaining a new OEM agreement to provide the required OEM maintenance and/or technical support.

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SOFTWARE

	Capital / Lease Cost				Support / Operational Expenses							
	Licenses / Lease	Releases Updates / Version Upgrades	Growth	Charging Mechanism	Administrative Procurement	Third Party Maintenance	Operations & Support	Software IMACDs	Software Releases Updates	Software Major Version Upgrades	Disaster Recovery	Charging Mechanism
ITSM												
Vendor Provided ITSM Tools (Listed under Appendix 2A.1)	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Data Center												
County Provided Data Center Software and Middleware (Listed under Appendix 2B.2)	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Vendor Provided Data Center Management Tools (Listed under Appendix 2B.5)	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Other Vendor Provided Software	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Database Software (Listed under Appendix 2B.2)	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Vendor	Base
E-mail / Collaborative Software	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Service Desk Services												
County Provided Service Desk Tools (Listed under Appendix 2C.3)	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Vendor Provided Service Desk Tools Listed under (Appendix 2C.2)	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Service Desk Platform as a service license	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Application Services												
County Business Applications (Listed under Appendix 2E.1)	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Desktop Services												
Desktop Images	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Vendor (BRC only)	Base
County Provided Desktop Tools	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Vendor Provided Desktop Tools	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Security Software:												
Policy Dev/Repository	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	N/A	Base
End User Admin software (e.g. ▮)	County	County	County	N/A	County	County	Vendor	County	County	County	County	Base
Event Monitoring	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Alert Management	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Security Incident Mgt	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Log Management Software for Scope 1 Asset	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Security Patching	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Anti Virus Software	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Email Encryption and SPAM Prevention on Scope 1 Asset	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Data Encryption Software ▮	County	County	County	N/A	County	County	Vendor	Vendor	Vendor	Vendor	Vendor	Base
County Provided IDS/IPS Software on Scope 1 Asset	County	County	County	County	County	County	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Vulnerability scans for Scope 1 Asset	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base
Document Config/Connects on scope 1 asset	Vendor	Vendor	Vendor	Base	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Vendor	Base

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FACILITIES

	Asset Allocation: Capital / Lease Cost						Support / Operational Expenses				
	Assets	Refresh	Upgrades / Enhancements	Growth	Charging Mechanism		Administrative Procurement	Third Party Maintenance	Operations & Support	Disaster Recovery	Charging Mechanism
County Facilities											
Floor Space	County	County	County	County	N/A		County	County	Vendor	Vendor (Sungard)	Base
Environmental (e.g., HVAC, PDUs, Fire Suppression)	County	County	County	County	N/A		County	County	Vendor	Vendor (Sungard)	Base
Utility	County	County	County	County	N/A		County	County	Vendor	Vendor (Sungard)	Base
Physical security	County	County	County	County	N/A		County	County	Vendor	Vendor (Sungard)	Base
Facility Improvement (e.g., Tier Upgrade)	County	County	County	County	N/A		County	County	County	County	N/A
Vendor Facilities											
Vendor Delivery Facilities	Vendor	Vendor	Vendor	Vendor	Base		Vendor	Vendor	Vendor	Vendor	Base
Vendor DR/BRC Facilities	Vendor	Vendor	Vendor	Vendor	Base		Vendor	Vendor	Vendor	Vendor	Base
Vendor Staff on County Premises											
Use of office space	County	County	County	County	N/A		County	County	County	County	N/A
Use of County End User Device (e.g., Desktop, Laptop, etc.) (only for instances in which Vendor PC is not allowed to access County applications data)	County	County	County	County	N/A		County	County	Vendor	Vendor	Base
Use of Vendor End User Device (e.g., Laptop, Mobile Devices etc.) (Vendor devices must meet County security policies)	Vendor	Vendor	Vendor	Vendor	Base		Vendor	Vendor	Vendor	Vendor	Base
Use of other office equipment	County	County	County	County	N/A		County	County	County	County	N/A

Note: Business Recovery Center (BRC) facility is removed from scope effective with Contract Year 6.

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Category Definitions: The definitions below are provided to help in understanding the various categories used in the workbook. The overall responsibility and obligations for each party is laid out in the Agreement.	
Capital / Lease Cost	Designates financial responsibility for the purchase and/or lease cost of the underlying hardware assets
Support / Operational Expenses	Designates financial responsibility for the operation cost of the underlying hardware assets
Assets	Financial responsibility for the assets
Refresh	Financial responsibility for Hardware Refresh components in accordance with refresh cycle commitments
Upgrades / Enhancements	Financial responsibility for upgrades/enhancements components to existing components
Growth	Financial responsibility for purchasing new or re-allocating assets to support growth requirements
Charging Mechanism	Indicates Vendor charging mechanism. "Base" indicates that the fees are included in the standard pricing offered by the Vendor. "Vendor Option" indicates that the fees are included in the optional pricing offered by the Vendor.
Administrative Procurement	Designates responsibility for administrative support related to procurement
Third Party Maintenance	Third party maintenance of the asset
Operations & Support	Ongoing operations and support responsibilities and costs included
Asset Refresh	Perform Asset Refresh activities in accordance with the Agreement.
IMACD	Relocation, installation, add, change or decommission of hardware, in accordance with the Agreement
Disaster Recovery	Participation and implementation of Disaster Recovery responsibilities included in the Agreement.

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ATTACHMENT Q (DEFINITIONS) – REVISION 1

TO THE

MASTER SERVICES AGREEMENT FOR IT SERVICES

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ATTACHMENT Q

DEFINITIONS

This Attachment Q (Definitions) is an attachment and addition to the IT Services Agreement by and between the County of Orange and Science Applications International Corporation, effective as of the Effective Date of Amendment 15 to the Agreement, and is incorporated into the Agreement by reference hereof. This Attachment contains defined terms that are used throughout the Agreement, Schedules, Attachments, Appendices, or other documents incorporated herein by reference.

1.   ACCEPTANCE

"**Acceptance**" shall have the meaning set forth in Section 8.1 of the Agreement.

2.   ACCEPTANCE CRITERIA

"**Acceptance Criteria**" shall have the meaning set forth in Section 8.1 of the Agreement.

3.   ACCEPTANCE TEST PROCEDURES

"**Acceptance Test Procedures**" means, collectively, the acceptance test procedures for the item being tested set forth or referenced in this Agreement or any Schedules hereto, or such other procedures and standards mutually agreed upon by the Parties in writing.

4.   ACCEPTANCE TESTING PERIOD

"**Acceptance Testing Period**" shall have the meaning set forth in Section 8.1 of the Agreement.

5.   AFFILIATE

"**Affiliate**" means, as to entity, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such entity, whether through ownership of voting securities or otherwise. For the purposes of the County, "Affiliate" includes all entities governed by County's Board of Supervisors.

6.   AGREEMENT

"**Agreement**" means this Master Services Agreement for IT Services between the County and Vendor, as amended from time to time, including these terms and conditions, and all Schedules, Attachments, Appendices, or other documents incorporated herein by reference.

7.   AGREEMENT QUARTER

"**Agreement Quarter**" means each successive three-month period beginning on the first Service Commencement Date.

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8.   AGREEMENT YEAR

"**Agreement Year**" means, subject to Section 14 (Term and Termination) of the Agreement) the period from the Effective Date of Amendment 15 to the Agreement to 11:59 PM, Pacific Standard Time on June 30, 2022. Thereafter, "Agreement Year" shall mean each one year period thereafter (i.e., July 1st of the then current calendar year to June 30th of the next calendar year.)

9.   AMERICANS WITH DISABILITIES ACT

"**Americans with Disabilities Act**" or "**ADA**" shall have the meaning set forth in Section 20.7 of the Agreement.

10.   APPLICATION DEVELOPMENT AND MAINTENANCE FEES

"**Application Development and Maintenance Fees**" shall have the meaning set forth in Section 4 of Schedule 3.

11.   APPROVE

"**Approve**" or "**Approval**" means, unless the action under this Agreement explicitly requires approval by the County's Board of Supervisors, the written authorization by the CIO (or his or her designee) for any consent, authorization, or other approval required from County under this Agreement. Approval by the County's Board of Supervisors means consent, authorization, or other approval that must be officially adopted by the County's Board of Supervisors.

12.   ASSET

"**Asset**" means equipment, hardware, Software, contracts, leases and other tangible items used in provision of the Services. Assets are considered in use as of the date of deployment.

13.   ASSIGNED CONTRACTS

"**Assigned Contracts**" means the list of certain license, support, maintenance or other contracts for use in providing the Services for the benefit of County (and its Affiliates) that are formally transferred by County to Vendor such that Vendor shall become the contracting party in interest for such contracts.

14.   ASSUME FINANCIAL RESPONSIBILITY

"**Assume financial responsibility**" shall have the meaning set forth in Section 4.2.6 of this Agreement.

15.   AUDITORS

"**Auditors**" means a Party's internal or independent auditors.

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16.   BEST PRACTICES

"**Best Practices**" means those proven methods and techniques used by Vendor (regardless of whether such Best Practices are Vendor intellectual property) to deliver services similar to the Services across multiple clients of Vendor, that have shown results superior to those achieved by alternative means, including as such Best Practices are modified or replaced with improved methods and techniques from time to time during the Term. Vendor must deliver Services in accordance with the requirements of the Agreement and, additively, its Best Practices. In the event of a conflict between Vendor's Best Practices and the requirements set forth in this Agreement, the requirements set forth in this Agreement shall control.

17.   BLENDED HOURLY RATES

"**Blended Hourly Rates**" shall have the meaning set forth in Schedule 3.

18.   BOARD

"**Board**" shall refer to the County of Orange Board of Supervisors.

19.   BUSINESS DAY

"**Business Day**" means any day on which the County is open for business.

20.   CIO

"**CIO**" means the Chief Information Officer of the County or his or her designee.

21.   CLETS

"**CLETS**" shall have the meaning set forth in Section 20.9 of the Agreement.

22.   CONDITIONAL ACCEPTANCE

"**Conditional Acceptance**" shall have the meaning set forth in Section 8.1 of the Agreement.

23.   CONFIDENTIALITY AGREEMENT

"**Confidentiality Agreement**" means an agreement, in form and substance acceptable to the County under which such agents or Subcontractors agree to appropriately protect the County Confidential Information and to fulfill any other confidentiality obligations necessary to the performance of Vendor's obligations hereunder.

24.   CONFIDENTIAL INFORMATION

"**Confidential Information**" shall have the meaning set forth in Section 19.1 of the Agreement.

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25. CONSENT

"**Consent**" or "**consent**" whether capitalized or not and unless expressly specified otherwise, means, with regard to either a specified or an applicable Party whose consent is required hereunder, the voluntary, freely-given consent of such Party, which consent may be withheld in such Party's sole discretion, with no duty to be reasonable in the withholding of such consent.

26. CORRECTIVE ASSESSMENT

"**Corrective Assessment**" means a monetary credit to which the County is entitled, as specified in this Agreement, as a result of a particular failure or deficiency of Vendor to meet a Critical Milestone.

27. CRITICAL MILESTONES

"**Critical Milestones**" means actions and projects identified as Critical Milestones in Schedule 4.

28. COUNTY

"**County**" means the County of Orange, a political subdivision of the State of California.

29. COUNTY DATA

"**County Data**" means, in or on any media or form of any kind: (a) data, or summaries or indices of data, related to or describing the County or any Eligible Customer, or the residents, constituents, citizens, clients, customers, employees, agents, subcontractors, or other representatives of the same, or related to or describing the Services or the Systems, regardless of whether or not such data, summaries or indices are owned by the County or any Eligible Customer, generated or compiled by the County or any Eligible Customer, or provided by such residents, constituents, citizens, clients, customers, employees, agents, subcontractors, or representatives, including data that are in the County's or any Eligible Customer's databases or otherwise in their possession or control on the Effective Date or at any time thereafter; (b) other County or any Eligible Customer records, data, files, input materials, processed data, results of data analyses, information, reports, forms, and other such items and materials that may be created, received, computed, developed, used, or stored by Vendor, or by any of Vendor's Subcontractors, for or on behalf of the County or any Eligible Customer in, or in connection with, the performance of Vendor's duties under this Agreement, but excluding in any event any internal data and information of Vendor and its Subcontractors (other than service level measurements and contract charges) and any correspondence between the Parties; and (c) modifications, compilations, and derivative works of the items, data, and other materials described by the foregoing clauses (a) and (b) as being included within County Data.

30. COUNTY PERSONAL DATA

"**County Personal Data**" shall mean, collectively, all data or information, in any form, provided to Vendor by or from a third party on behalf of County or collected, generated, or

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processed by Vendor for the benefit of County, that alone, or in combination with other information: (a) is considered "sensitive personal data" defined under the laws of any applicable country from which such data originated, including any "personal data" or "specially protected personal data" as defined by EU Data Privacy Law, as the case may be, the EU Data Protection Directive 95/46/EC (the "**Directive**") or, when applicable, EU General Data Protection Regulation 2016/679 ("**GDPR**"), the implementing acts of the foregoing by the Member States of the European Union and/or any other applicable law or regulation relating to the protection of Personal Data, personally identifiable information or protected health information; (b) is considered "non-public personal information," as such term is defined in Section 509(4) of the Gramm-Leach-Bliley Act and any applicable federal regulations promulgated pursuant thereto; (c) is considered "protected health information" as such term is defined in 45 C.F.R. 164.501 and the Health Insurance Portability and Accountability Act of 1996 and the applicable federal regulations promulgated pursuant thereto; or (d) uniquely identifies a current, former, or prospective customer of County, or a County employee, agent, contractor, or other representative of County, or their respective spouses or families, and includes customer names, addresses, telephone numbers, and/or any other personally identifiable information, including copies of such information and materials derived from such information.

31. COUNTY RESOURCES

"**County Resources**" shall have the meaning set forth in Section 4.10.3 of the Agreement.

32. COUNTY FACILITIES

"**County Facilities** shall have the meaning set forth in Section 5.1 of the Agreement.

33. COUNTY RELATIONSHIP MANAGER

"**County Relationship Manager**" shall have the meaning set forth in Schedule 1.

34. COUNTY SOFTWARE

"**County Software**" means Software that is created, developed, or otherwise owned by the County before, on, or after the Effective Date, and all supporting documentation, media, and related materials, and all modifications, enhancements, updates, replacements, and other derivative works of any of the foregoing, including the Software identified in Attachment F, but excluding the Vendor Software and the Third Party Software.

35. COUNTY WORKS

"**County Works**" means tangible and intangible information and developments that are owned by the County (including County Software, to the fullest extent of the County's rights therein), including all intermediate and/or partial versions thereof and all designs, specifications, inventions, discoveries, improvements, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, other creations, and the like, in any form or media.

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36.   COUNTY CONFIDENTIAL INFORMATION

"**County Confidential Information**" means:

(a)   technical information, materials, data, reports, programs, documentation, diagrams, ideas, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets, whether in tangible or intangible form, whether disclosed or conveyed by visits to the County's or any Eligible Customer's sites or facilities, whether or not marked or otherwise identified as confidential, and whether in any specific form or media, or disclosed orally, that are developed or acquired by such Party, except for Work Product;

(b)   information and data relating to the County's or any Eligible Customer's practices, personnel, customers (and the business practices, habits, needs, trends, and ordering history of such customers), products, services, orders, business, management information services, financials, costs, or margins that is not generally known by others in the same line of business;

(c)   information that the County or any Eligible Customer identifies to Vendor as confidential by a stamp or other similar notice;

(d)   information and data relating to the employees and former employees of the County or any Eligible Customer, and the salaries, severance packages, and other benefits, and performance assessments or appraisals, of or applicable to such employees or former employees;

(e)   other information relating to the County or any Eligible Customer that is treated as confidential by the County or any Eligible Customer and that a reasonably prudent person would expect not to be made available to third parties without restriction or payment; and

(f)   (i) Work Product, County Data, and County Software; and (ii) records, data, information or materials in the possession or control of the County, or created, developed, collected, processed, handled, stored, transmitted, or received, in any form or media, by Vendor or the Systems in connection with this Agreement (including individually identifiable health information), that the County is, for any reason, prohibited from publicly disclosing, whether by law, statute, regulation, ordinance, or contract.

County Confidential Information shall exclude:

A.   Was in the public domain at the time it was disclosed, or

B.   Becomes part of the public domain without breach of this Agreement, or

C.   (1) Is disclosed with the written approval of the other Party, or (2) is disclosed after 3 years or as provided by law from the end of the Term, or

D.   Was independently developed by Vendor, or

E.   (1) Is or was disclosed by the disclosing Party to a third Party without restriction, or

(2) Is disclosed pursuant to the provisions of a court order.

37.   DEFAULT

"**Default**" means the occurrence of any one or more of the following:

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(a)   any material breach by Vendor of its obligations under this Agreement, provided that such breach, if curable, is not cured within thirty (30) days (or such longer period as expressly set forth in this Agreement) after the County provides Vendor with written notice thereof;

(b)   any material breach by Vendor with respect to its obligations under this Agreement not capable of cure;

(c)   performance of the Services by Vendor in a manner that meets or satisfies any one or more of the criteria expressly specified in Schedule 2 or Schedule 4 as constituting a Default, subject to any applicable cure period and except to the extent excused pursuant to the applicable provisions herein;

(d)   any breach by Vendor with respect to any of its representations and warranties under this Agreement, provided that such breach, if curable, is not cured within thirty (30) days (or such longer period as expressly set forth in this Agreement) after the County provides Vendor with written notice thereof;

(e)   the failure by Vendor to complete the transition of all Services to Vendor as set forth herein, provided that such Default shall not be subject to a cure period;

(f)   any material breach by Vendor of its obligations regarding execution of the Disaster Recovery Plan during a disaster, provided that such Default shall not be subject to a cure period;

(g)   any material breach by Vendor as described herein, provided that such Default shall not be subject to a cure period;

(h)   numerous or repeated breaches by Vendor of its obligations under this Agreement which collectively constitute a material breach by Vendor of its obligations under this Agreement, provided that such Default shall not be subject to a cure period;

(i)   the existence of a material representation by Vendor in Section 21 of this Agreement that Vendor knew or should have known was materially false when made, except that, if such misrepresentation is curable and such cure will fully and completely effect a reasonable resolution, there shall not be a Default if such misrepresentation is cured within fifteen (15) days after Vendor has been notified by the County in writing thereof;

(j)   the insolvency of Vendor, the entrance of Vendor into receivership or any arrangement or composition with creditors generally, the filing of a voluntary petition (or an involuntary petition that is not dismissed within sixty (60) days) for bankruptcy or reorganization or dissolution or winding-up of Vendor, a general assignment for the benefit of creditors of Vendor, or a seizure or a sale of a material part of Vendor's property by or for the benefit of any creditor or governmental agency;

(k)   an assignment or attempted assignment by Vendor in violation of this Agreement;

For purposes of this Agreement, the word "cure" shall include implementation by the applicable Party of a reasonable work-around or similar temporary measures, provided that such measures do not cause the other Party to incur significant expense, or expend significant time or resources, and that the defaulting Party continually pursues and promptly implements a full and complete cure until such time as such cure is so effected.

Unless this Agreement expressly states that no cure period shall apply or otherwise provides for a different cure period with respect to any event or circumstance that qualifies as a Default under paragraphs (a) through (k) above (in which case no cure period or such other cure period shall apply, as applicable), there shall be a cure period of thirty (30) days with respect to such event or circumstance.

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In each instance in which this Agreement contemplates a cure period or otherwise affords a Party an opportunity to cure a potential Default, (i) the other Party shall be required to provide written notice to such Party of such potential Default, (ii) the cure period shall begin when such notice has been received by such Party, and (iii) the potential Default shall not give rise to a Party's rights and remedies under Section 14 unless such notice has been provided and the cure period based thereon has elapsed.

38. DELIVERABLE

"**Deliverable**" means tangible and intangible information or material that must be provided by Vendor to the County under the terms of this Agreement. Deliverables shall constitute Work Product, Vendor Works or Third Party Works.

39. DISABLING DEVICE

"**Disabling Device**" shall have the meaning set forth in Section 4.11 of the Agreement.

40. DISAGREEMENT

"**Disagreement**" means a dispute, controversy, or claim of any nature arising under or in connection with this Agreement, including any that results from any of the following:

    (a)   an alleged failure by either Party to perform its obligations under this Agreement;
    (b)   an alleged inadequacy or delay of either Party's performance under this Agreement;
    (c)   a request for products, services, or resources where the Parties disagree whether such products, services, or resources are within the scope of this Agreement;
    (d)   a disagreement as to the responsibilities either Party has under this Agreement; or
    (e)   a disagreement as to the creation, validity, interpretation, breach, or termination of this Agreement.

41. DISASTER RECOVERY PLAN

"**Disaster Recovery Plan**" means the disaster recovery plan attached hereto as Attachment H, as revised and amended from time to time in accordance with Section 4.6 of the Agreement.

42. DISCLOSING PARTY

"**Disclosing Party**" shall have the meaning set forth in Section 19.2 of the Agreement.

43. DISENTANGLEMENT

"**Disentanglement**" shall have the meaning set forth in Section 15.1 of the Agreement.

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44.   DISENTANGLEMENT COMMENCEMENT DATE

"**Disentanglement Commencement Date**" shall have the meaning set forth in Section 15.2 of the Agreement.

45.   DISENTANGLEMENT PERIOD

"**Disentanglement Period**" shall have the meaning set forth in section 15.1.

46.   DISENTANGLEMENT TRANSITION PLAN

"**Disentanglement Transition Plan**" shall have the meaning set forth in Section 15.2 of the Agreement.

47.   DOCUMENTATION

"**Documentation**" means, with respect to any particular items: (a) all of the written, printed, electronic, or otherwise formatted materials that relate to such items, or any component thereof; (b) all user, operator, system administration, technical, training, support, and other manuals and all other written, printed, electronic, or other format materials that represent, demonstrate, explain or describe the functional, operational or performance capabilities of such items; and (c) all specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial or graphical materials, schematics, and other documents that represent, demonstrate, explain or describe such items.

48.   EFFECTIVE DATE

"**Effective Date**" shall have the meaning set forth in Section 1.3 of the Agreement.

49.   ELIGIBLE CUSTOMER

"**Eligible Customer**" means, a department or agency of the County, Affiliates of County or other public entities receiving Services under this Agreement in accordance with a Subordinate Agreement between the Eligible Customer and Vendor.

50.   END USER

"**End User**" means a Person upon whom County intends to confer the right to access and use the Systems or receive the benefit of the performance of the Services or the provision of the Deliverable, whether a County agency or department, Affiliate of the County, employee, client, customer, resident, constituent or citizen of the County, County or any other Person.

51.   ENVIRONMENTAL LAWS

"**Environmental Laws**" means applicable federal, state, or local statutes, laws, regulations, rules, ordinances, codes, licenses, orders, or permits of any governmental entity relating to environmental matters including: (a) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.),

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the Endangered Species Act (16 U.S.C. §§ 1531 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §§ 110011 et seq.); and (b) all state and local provisions similar in substance or intent to the federal laws described in the foregoing clause (a).

52.   ESSENTIAL AGREEMENTS

"**Essential Agreements**" shall have the meaning set forth it in Section 15.3.4 in the Agreement.

53.   ESCROW AGREEMENT

"**Escrow Agreement**" shall have the meaning set forth in Section 12.5(a) of the Agreement.

54.   ESCROW LICENSE

"**Escrow License**" shall have the meaning set forth in Section 12.6 of the Agreement.

55.   EXCEPTION REPORT

"**Exception Report**" shall have the meaning set forth in Section 8.2 of the Agreement.

56.   EXPIRATION DATE

"**Expiration Date**" shall have the meaning set forth in Section 14.1.1 of the Agreement.

57.   FEE REDUCTIONS

"**Fee Reductions**" shall have the meaning set forth in Section 4.9.4 of the Agreement and Schedule 4.

58.   FEES

"**Fees**" means the fees payable by the County to Vendor hereunder in consideration of Vendor's performance of the Services, as described in Section 11.1 of the Agreement and specified in, and calculated pursuant to, Schedule 3.

59.   FINAL ACCEPTANCE

"**Final Acceptance**" shall have the meaning set forth in Section 8.3 of the Agreement.

60.   FINAL ACCEPTANCE TESTING PERIOD

"**Final Acceptance Testing Period**" shall have the meaning set forth in Section 8.3 of the Agreement.

61.   FINALLY DETERMINED

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"**Finally Determined**", capitalized or not, means when a claim or dispute has been finally determined by a court of competent jurisdiction, arbitration, mediation, or other agreed-upon governing party and either (1) no associated appeal has timely been sought if capable of being sought or (2) appellate rights properly exercised have otherwise been exhausted.

62.   FORCE MAJEURE EVENT

"**Force Majeure Event**" means a cause beyond the reasonable control of a Party that materially prevents or delays such Party's performance hereunder (or that materially affects such Party's need for, ability to effectively utilize, or ability to provide, Services hereunder), including acts of God, act of governmental body or military authority, fire, explosion, power failure, flood, epidemic, riot or civil disturbance, war, sabotage, accidents, civil insurrections, blockades, embargoes, storms, labor disputes (except those involving personnel of Vendor, its Affiliates or its Subcontractors), earthquakes, elements of nature, terrorism, rebellions or revolutions in the United States, or other similar events.

63.   GAAP

"**GAAP**" shall have the meaning set forth in Section 18.1.1 of the Agreement.

64.   GAIN SHARING PROPOSALS

"**Gain Sharing Proposals**" shall have the meaning set forth in Section 11.9 of the Agreement.

65.   GOOD CAUSE

"**Good cause**" shall have the meaning set forth in Section 9.1.2 of the Agreement.

66.   HAZARDOUS MATERIAL

"**Hazardous Material**" means (a) any material which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any material which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under federal State or local law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute applicable law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40.

67.   HOLDBACK AMOUNT

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"**Holdback Amount**" shall have the meaning set forth in Section 7.4.4 of the Agreement.

68.   HOURLY RATES

"**Hourly Rates**" shall have the meaning set forth in Section 7.4.3 of the Agreement.

69.   HIPAA

"**HIPAA**" shall have the meaning set forth in Section 20.2 of the Agreement.

70.   IT

"**IT**" means information technology.

71.   INCLUDING

"**Including**," whether capitalized or not, means "including, but not limited to."

72.   INDEMNITEES OR COUNTY INDEMNITEES

"**Indemnitees**" or "**County Indemnitees**" means, with respect to the County, the County, County and the End Users, and the officers, directors, elected and appointed officials, employees, agents, successors, and assigns of each of the foregoing.

73.   INDEMNITY CLAIMS

"**Indemnity Claims**" shall have the meaning set forth in Section 23.6.1(A) of the Agreement.

74.   INFRINGEMENT CLAIM

"**Infringement Claim**" shall have the meaning set forth in Section 22.1.1 of the Agreement.

75.   IN-SCOPE WORK ORDER

"**In-Scope Work Order**" means a request by the County for the performance of work that is not being performed by Vendor at the time such request is made but that is within the scope of the Services.

76.   INTELLECTUAL PROPERTY RIGHTS

"**Intellectual Property Rights**" means intellectual or industrial property rights, and moral rights or similar or analogous proprietary rights, pertaining to a particular invention, work of authorship, symbol or other mark or designation indicative of source or quality, or other particular item of tangible or intangible property, arising under statutory or common law or by contract, in the United States, whether or not perfected, now existing or hereafter filed, issued, or acquired, including: (a) patent rights associated with an invention and processes (including business processes), methods and apparati entailed by such invention (including, as applicable, the rights to make, use, sell, offer to sell, import into the United States, or have made, and the rights to file and prosecute patent applications and provisional patent

applications); (b) rights associated with works of authorship, including copyrights and mask work rights (including the rights to copy, adapt, distribute, display, perform, and create derivative works) including copyright of foreign works entitled to protection in the United States under the Berne Convention; (c) rights relating to the protection of trade secrets and confidential information (including the rights to use and disclose); (d) trademarks, service marks, trade dress, trade names, and design patent rights (including the right to goodwill appertaining thereto); (e) moral rights; and (f) other rights analogous, similar, or comparable to those described by the foregoing clauses (a) through (e), and other proprietary rights relating to intangible property (including licensing rights and shop rights).

77.   INTEREST

"**Interest**" means a financial amount calculated as the average financial amount outstanding multiplied times the number of days outstanding divided by 365 days multiplied times the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the Wall Street Journal.

78.   JOINT OCCUPANCY AGREEMENT

"**Joint Occupancy Agreement**" or "**JOA**" shall have the meaning set forth in Section 5.2 of the Agreement.

79.   KEY PERSONNEL

"**Key Personnel**" means those Vendor Personnel who are identified in Schedule 1 attached hereto, or the holders of the positions that are identified in such Schedule, and such other Vendor Personnel that Vendor and the County may agree to identify as Key Personnel from time to time.

80.   KEY MILESTONE ALLOCATION

"**Key Milestone Allocation**" shall have the meaning set forth in Section 7.4.4 of the Agreement.

81.   KEY MILESTONE SCHEDULED DURATION

"**Key Milestone Scheduled Duration**" shall have the meaning set forth in Section 7.4.4 of the Agreement.

82.   LOCATION

"**Location**" means any location at which the County operates, during the period from the Effective Date until the first Service Commencement Date, a data center or performs any IT-related services or functions, and any other location at which Vendor at any time during the Term of this Agreement operates a data center or performs any IT-related services or functions for or on behalf of the County.

83.   LOSSES

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"**Losses**" means: (a) amounts actually paid to third parties by the applicable Indemnitees (including judgments, settlements, awards, liabilities, losses, damages, and civil penalties); (b) reasonable attorneys' fees incurred by the applicable Indemnitees, in the case of litigation or arbitration; and (c) out-of-pocket expenses reasonably incurred by the applicable Indemnitees in connection with the investigation or defense of such claims or demands.

84.   MACHINES

"**Machines**" means computers and related equipment, including central processing units and other processors, controllers, modems, communications or telecommunications equipment, cables, storage devices, printers, terminals, other peripherals and input and output devices, and other tangible mechanical and electronic equipment intended for the processing, input, output, storage, transmission, and retrieval of information and data or voice communications.

85.   MANAGED CONTRACTS

"**Managed Contracts**" shall have the meaning set forth in Section 3.2.2 of the Agreement.

86.   MONTHLY KEY MILESTONE PAYMENT

"**Monthly Key Milestone Payment**" shall have the meaning set forth in Section 7.4.4 of the Agreement.

87.   NETWORK SERVICE PROVIDER

"**Network Service Provider**" means the County's provider of network services, which is Science Applications International Corporation. Prior to March 17, 2019, the Network Service Provider was Atos Governmental IT Outsourcing Services, LLC (formerly known as Xerox State & Local Solutions, Inc.).

88.   NOTICE TO PROCEED

"**Notice to Proceed**" shall have the meaning set forth in Section 7.4.1 of the Agreement.

89.   OBJECT CODE

"**Object Code**" means the form of Software resulting from the compiling, assembly, or other translation or processing of the Source Materials of such Software by a computer into machine language or intermediate code, which is not convenient to human understanding of the program logic, but which is appropriate for execution or interpretation by a computer.

90.   OTHER SERVICES

"**Other Services**" shall have the meaning set forth in Schedule 3.

91.   OTHER SERVICES WEIGHTING FACTORS

"**Other Services Weighting Factors**" shall have the meaning set forth in Schedule 3.

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92.   OTHER SOFTWARE ASSETS

"**Other Software Assets**" shall have the meaning set forth in Section 12.11 of the Agreement.

93.   OUT-OF-SCOPE WORK ORDER

"**Out-of-Scope Work Order**" means a request by the County for the performance of Services that are not expressly within the scope of Services.

94.   PARTIES

"**Parties**" means both the County and Vendor.

95.   PARTY

"**Party**" means the County or Vendor, as the context so requires.

96.   PERSON

"**Person**" means any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trustee of a trust or estate, association, governmental body or organization or agency, including, without limitation, the County, any agency or department of the County or an Affiliate of the County, or other legal person or legally constituted entity of any kind.

97.   PRIVACY AND SECURITY LAWS

"**Privacy and Security Laws**" shall have the meaning set forth in Section 20.2 of the Agreement.

98.   PRIVACY PLAN

"**Privacy Plan**" shall have the meaning set forth in Section 4.4 of the Agreement.

99.   PROCEDURES MANUAL

"**Procedures Manual**" means the written document setting forth the operational policies, practices and procedures to be followed by the Parties in connection with performance of the Services.

100.   RAMP UP PERIOD

"**Ramp Up Period**" shall have the meaning set forth in Section 11.3.3(b) of the Agreement.

101.   RECEIVING PARTY

"**Receiving Party**" shall have the meaning set forth in Section 19.2 of the Agreement.

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102.   RELATIONSHIP MANAGER

"**Relationship Manager**" means, with respect to a Party, the individual who is designated its Relationship Manager in Schedule 1 hereto, and any subsequent holder of that position designated by such Party, subject to the applicable terms and conditions of this Agreement.

103.   REQUIRED CONSENTS

"**Required Consents**" means government approvals and other third party consents or approvals required in connection with: (a) the sale or assignment to Vendor of any contracts, including without limitation, Assigned Contracts and Managed Contracts; (b) the right of the County to use the software that is assigned to Vendor; (c) the assignment or transfer to the County of the rights set forth in Section 12 of the Agreement related to Vendor Works, Third Party Works, Deliverables and Work Product; (d) the license grants set forth in Section 12 of the Agreement related to County Works, Third Party Works and the Chargeback System; and (e) the re-sale or re-assignment to the County of the Contracts in connection with Disentanglement.

104.   RESIDUAL KNOWLEDGE

"**Residual Knowledge**" shall have the meaning set forth in Section 19.8 of the Agreement.

105.   RESIDUALS

"**Residuals**" means a Party's general knowledge, skills, and experience, and ideas, concepts, know-how, and techniques, whether developed by it before or during the Term or otherwise obtained by it in connection with performing or receiving the Services, that are related to such Party's business or business practices and are used by it in the course of providing or receiving the Services, or in using, operating, supporting, or maintaining the Systems, that are retained in the unaided memories of such Party's personnel in connection with the performance or receipt of the Services, or in using, operating, supporting, or maintaining the Systems, except that Residuals shall in no event include any: (a) information intentionally memorized for the purpose of permitting its subsequent use or disclosure; (b) information protected under the provisions of Section 19 of the Agreement, Confidentiality, of this Agreement; (c) issued or pending patents; or (d) trademarks, service marks, or certification marks.

106.   RESPONSE PERIOD

"**Response Period**" shall have the meaning set forth in Section 7.4.3 of the Agreement.

107.   REVIEWS

"**Reviews**" shall have the meaning set forth in Section 13.1.7 of the Agreement.

108.   ROOT CAUSE ANALYSIS

"**Root Cause Analysis**" or "**RCA**" means an analysis performed by Vendor in order to determine the reason for Vendor's failure to meet its obligations under the Agreement.

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109. SECURITY POLICIES

"**Security Policies**" shall have the meaning set forth in Section 13.1.1 of the Agreement.

110. SERVICE AREA

"**Service Area**" means each of the categories of Services as set forth in each applicable Statement of Work (set forth in Schedule 2 herein).

111. SERVICE COMMENCEMENT DATE

"**Service Commencement Date**" means the 'go-live' date(s) or the date(s) that the selected scope of Services is to be fully undertaken by Vendor in accordance with the time frames set forth in the Transition Plan.

112. SERVICE LEVEL/SERVICE LEVEL REQUIREMENT

"**Service Level**" or "**Service Level Requirement**" or "**SLR**" means, generally, a minimum acceptable level of service or performance for a particular task, activity, or Service performed by Vendor hereunder, as specified in the Appendices to Schedule 2. "Service Level Requirement" or "SLR" is the specific performance requirement for a Service Level (typically, but not exclusively, a measure of efficiency expressed as a percentage).

113. SERVICES

"**Services**" has the meaning attributable to it in Section 4.1 of the Agreement.

114. SIGNING DATE

"Signing Date" shall have the meaning set forth in Section 1.3 of the Agreement.

115. SOC 1

"**SOC 1**" shall have the meaning set forth in Section 18.1.4 of the Agreement.

116. SOC 2

"**SOC 2**" shall have the meaning set forth in Section 18.1.4 of the Agreement.

117. SOFTWARE

"**Software**" means computer programs and program objects of any kind (including object code and source code, and any intermediate forms or versions thereof), program set-up and customization parameters and data, and the tangible media on which any of the foregoing are recorded. Notwithstanding the foregoing, in no event shall "Software" as used in this Agreement include Third Party Software source code.

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118. SOURCE MATERIALS

"**Source Materials**" means, with respect to Software, the source code of such Software and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such Software, application programming interface (API), graphical user interface (GUI), object libraries, all relevant instructions on building the Object Code of such Software, and all Documentation relating to the foregoing.

119. SOX

"**SOX**" shall have the meaning set forth in Section 18.4 of the Agreement.

120. SPECIFICATIONS

"**Specifications**" means the descriptions of items (except for Residuals) provided hereunder, and the respective components, capacities, functions, and methods of such items, as set forth in this Agreement, and all Documentation pertaining to such items, or as otherwise provided to the County by Vendor in writing.

121. SSAE

"**SSAE**" shall have the meaning set forth in Section 18.1.4 of the Agreement.

122. STATEMENTS OF WORK

"**Statements of Work**" or "**SOW**" shall have the meaning set forth in Section 4.1.1(c) of the Agreement.

123. STATUS REPORT

"**Status Report**" shall have the meaning set forth in Section 7.1. of the Agreement.

124. SUBCONTRACTOR

"**Subcontractor**" means any Person (including any Vendor Affiliate) other than Vendor that provides Services to the County in connection with this Agreement pursuant to an agreement such Person has with Vendor.

125. SUBORDINATE AGREEMENT

"**Subordinate Agreement**" means a contract or other agreement entered into between Vendor and an Eligible County in accordance with Section 2.1.2 of the Agreement.

126. SYSTEMS

"**Systems**" means the IT functions, capabilities, operations, and systems that, at any particular time prior to the applicable Service Commencement Date, are used, operated, supported, or maintained by the County, or that, at any particular time during the Term on or after the applicable Service Commencement Date, are used, operated, supported, or

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maintained by Vendor on behalf of, or for the benefit of, the County in Vendor's performance of the Services hereunder, including such IT systems as are described in this Agreement, including as components thereof: (a) the Vendor Software; (b) the Third Party Software; (c) County Software; (d) the Work Product; and (e) the entire system of hardware, Software, equipment, networks, and network components that constitute, are associated with or related to, or interconnect, any of the items described by the foregoing clauses (a) through (d), or on which such items are installed, operated, or used, at any of the Locations, including any such hardware and Software produced by third parties that is embedded within such Vendor Software, Third Party Software or the Work Product, and revisions, updates, modifications, and customizations to any or all of the hardware, Software, equipment, networks, and network components described by such clauses, in accordance with this Agreement.

127.   TECHNOLOGY REFRESH PLAN

"**Technology Refresh Plan**" means the plan to be followed by Vendor in periodically replacing or refreshing the technology used to perform the Services or provide the Deliverables, or otherwise used by Vendor and its Subcontractors in connection with the Systems, as set forth in Attachment I attached hereto.

128.   TERM

"**Term**" means the period during which Vendor shall be obligated to provide the Services, as specified in Section 14.1 of the Agreement.

129.   TERMINATION DATE

"**Termination Date**" shall have the meaning set forth in Section 14.2 of the Agreement.

130.   TERMINATION FEE

"**Termination Fee** shall have the meaning set forth in Section 14.9 of the Agreement.

131.   TERMINATION NOTICE

"**Termination Notice**" shall have the meaning set forth in Section 14.2 of the Agreement.

132.   THIRD PARTY SOFTWARE

"**Third Party Software**" means the Software provided to the County by Vendor through its Subcontractors (including all updates, enhancements, customizations, and other improvements thereof), as specifically identified in Attachment F hereto, as may be modified by mutual agreement of the Parties from time to time.

133.   THIRD PARTY WORKS

"**Third Party Works**" means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by a third party prior to the Effective Date; or (b) were conceived, invented, created, developed or acquired by a third party after the Effective Date, but only to the extent such information and material do not

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constitute Work Product hereunder. A Third Party Work includes all intermediate and partial versions thereof, including all source code and object code with respect thereto, and all designs, specifications, inventions, discoveries, improvements, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, other creations, and the like, whether or not patented or patentable or otherwise protectable by law. Third Party Works shall include Third Party Software.

134. TOWER

"**Tower**" or "**Service Tower**" means the applicable scope of Services or Service Area as defined in a Statement of Work.

135. TRANSITION PLAN

"**Transition Plan**" means the project plan for the transition of the Services to Vendor that is described in Section 4.2.3 of the Agreement and Attachment B.

136. TRANSITION

"**Transition**" has the meaning attributed to it in Section 4.2.2 of the Agreement.

137. TRANSITION WAVE

"**Transition Wave**" means a smaller group or subset of the Transition related tasks required to be performed or undertaken as a prerequisite to the Vendor's provision of the Services. The set of tasks that will comprise each Transition Wave will be set forth in the applicable Transition Plan, and each Transition Wave will have its own schedule for completion. By way of example, the set of tasks required to transition to Vendor the provision of data center services may be grouped together and designated as 'Transition Wave 1'; and the set of tasks required to transition to Vendor the provision of applications maintenance services may be grouped together and designated as 'Transition Wave 2'. Each such Transition Wave will have different schedules for completion and different Service Commencement Dates.

138. TRIGGERING EVENT

"**Triggering Event**" shall have the meaning set forth in Section 12.5(c) of the Agreement.

139. TYPE 1 WORK ORDER

"**Type 1 Work Order**" shall have the meaning set forth in Section 7.4.1.1 of the Agreement.

140. TYPE 2 WORK ORDER

"**Type 2 Work Order**" shall have the meaning set forth in Section 7.4.1.2 of the Agreement.

141. VENDOR

"**Vendor**" shall have the meaning set forth in the preamble to the Agreement.

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142. VENDOR PERSONNEL

"**Vendor Personnel**" means, at a given time during the Term, Vendor's Relationship Manager, the Key Personnel, and all other employees of Vendor or of Subcontractors of Vendor who are then assigned or performing responsibilities in connection with providing the Services. An individual falling within such description is a "Vendor Person." A complete list of Vendor Personnel, including the specific position occupied or function performed by each Vendor Person, shall be promptly provided by Vendor at any time, and from time to time, during the Term, upon the reasonable written request of the County.

143. VENDOR'S RELATIONSHIP MANAGER

"**Vendor's Relationship Manager**" is defined in Section 9.1.1 of the Agreement and Schedule 1.

144. VENDOR RESOURCES

"**Vendor Resources**" has the meaning attributed to it in Section 4.10.3 of the Agreement.

145. VENDOR SOFTWARE

"**Vendor Software**" means the Software licensed by the County from Vendor, including the Software that is specifically identified in Attachment F (including all updates, enhancements, customizations, and other improvements thereof).

146. VENDOR SYSTEMS

"**Vendor Systems**" shall have the meaning set forth in Section 13.1.4 of the Agreement.

147. VENDOR WORKS

"**Vendor Works**" means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Vendor prior to the Effective Date; or (b) were conceived, invented, created, developed or acquired (but excluding Third Party Works approved for Vendor's use in the Services by the County) by Vendor after the Effective Date, but only to the extent such information and material do not constitute Work Product hereunder. A Vendor Work includes all intermediate and partial versions thereof, including all source code and object code with respect thereto, and all designs, specifications, inventions, discoveries, improvements, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, other creations, and the like, whether or not patented or patentable or otherwise protectable by law. Vendor Works shall include Vendor Software.

148. WEIGHTING FACTORS

"**Weighting Factors**" shall have the meaning set forth in Schedule 4.

149. WORK PRODUCT

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"**Work Product**" means information and developments, and intermediate or partial versions thereof, including source code and object code with respect thereto, processes, methods, apparati, programs and materials related to processing, handling, tracking, enabling or fulfilling the County's receipt or the Services, or access to and use of the Systems, and related policies and procedures, and designs, specifications, inventions, discoveries, improvements, ideas, know-how, techniques, materials, program materials, Software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, other creations, and the like, whether or not patented or patentable, subject to copyright, constituting a trade secret, or otherwise protectable by law, that are created, invented, or conceived by Vendor in its performance under this Agreement, or by any Person engaged by Vendor in the performance of Vendor's obligations or the exercise of Vendor's rights under this Agreement. Each of the Parties acknowledges that, to the extent that Work Product contains Confidential Information of another Party, such Work Product shall be subject to the provisions of Section 19 of this Agreement.

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IT SERVICES WORK ORDER #CY_-___

[TITLE]

IT SERVICES WORK ORDER #CY_-___

This IT Services Work Order #CY_-___ ("**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 (SAIC) ("**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 #CY_-___.

1.   WORK ORDER NUMBER

CY_-___

2.   EFFECTIVE DATE

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

3.   PROJECT NAME

[Insert a name for this project using a few words that relate to the Services to be delivered under this Work Order.]

4.   PROJECT SUMMARY

[Briefly provide a summary of the project that describes the Services, the timeline for Vendor's performance of the Services, where Services will be performed, and other general requirements and information.]

5.   BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

[Concisely state the business, operational, and other benefits and business objectives supported by this Work Order, e.g. "The Services provided by Vendor under this Work Order will enable the County to: …"]

6.   WORK ORDER TYPE

[Identify the type of work that will be provided under this Work Order.]

☐   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)

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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:

_____

_____

_____

6.1. Staffing Resource Order

[In addition to the above, if the Services under this Work Order include staffing resource order Services, check the box and complete the table below. Vendor's hourly rates must be consistent with rates set forth under Appendix 3.1 to Schedule 3.]

☐ 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
[Enter titles of staffing resources]	*[Enter full name]*	*[Enter business address, phone, and e-mail address]*	*[Enter description of responsibilities]*	*[Enter location of Services performance]*
[Add additional rows for additional resources.]	…	…	…	…

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

County Sponsor	*[Identify the authorized County sponsor or sponsors requesting this Work Order, i.e. the department or agency, Affiliates, or other public entities sponsoring this Work Order, and provide the contact information for such County sponsors.]*
Service Request Number	*[Identify the number or numbers of the Service Requests under which the Services under this Work Order were first identified or requested.]*
County Budget Info	*[Provide County budget information, including budgetary constraints, timing, BAC(s), etc.]*

8. VENDOR ROLES AND RESPONSIBILITIES

[List the positions of the Vendor Personnel that will be assigned to the project under this Work Order, including the Vendor Project Manager.]

Resource Title	Name	Contact Information	Responsibilities
Vendor Project Manager	*[Enter full name]*	*[Enter business address, phone, and e-mail address]*	*[Enter description of responsibilities]*

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Resource Title	Name	Contact Information	Responsibilities
[Enter titles of technical leads and other key resources]	*[Enter full name]*	*[Enter business address, phone, and e-mail address]*	*[Enter description of responsibilities]*
[Add additional rows for additional technical leads and key resources.]	*…*	*…*	*…*

9. PROJECT SCHEDULE & SERVICES

Subsections 9.2 through 9.3 only apply to Type 2 Work Orders.

9.1. Services: *(Concisely describe below the Services to be performed by Supplier)*

[Add or attach the project schedule for the above Services under this Work Order, including the dates and tasks for Vendor's delivery of the Deliverables and milestones set forth below.]

No.	Task	Start Date	End Date	Duration
1.	*[Describe the task.]*	*[Specify the start date for the task]*	*[Specify the end date for the task]*	*[Specify the duration date for the task]*
2.	*[Add additional rows for additional tasks.]*	*…*	*…*	*…*

9.2. Tasks

[Identify and describe the tasks necessary to support the Project, including (a) a description of all subtasks and deliverables; (b) resources required for tasks (with names for the critical resources detailed whenever possible); (c) estimated hours per task; and (d) scheduled beginning and end dates.]

Phase 1 ([Title]) *[Identify the project phase in which the work will be completed, as applicable.]*			
Task 1 ([Title]) *[Identify the task]*	**Personnel Requirements**	**Time Commitment**	**Scheduled Beginning and End Dates**
	[Identify the personnel required by roles / titles]	*[Identify the time commitment to complete the work]*	*[Enter beginning date and end date for completion of the task]*
	[Insert the task description]		
	Subtask 1.1 ([Title]) *[Identify the subtask and insert the subtask description]*		
	Deliverable 1.1 ([Title]) *[Identify the deliverable(s) under the subtask and insert the description of each deliverable]*		
	Subtask 1.2 ([Title]) *[Identify the subtask and insert the subtask description]*		

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	Deliverable 1.2 ([Title])		
	[Identify the deliverable(s) under the subtask and insert the description of each deliverable]		
	…		
Task 2 ([Title]) *[Identify the task]*	**Personnel Requirements**	**Time Commitment**	**Scheduled Beginning and End Dates**
	[Identify the personnel required by roles / titles]	*[Identify the time commitment to complete the work]*	*[Enter beginning date and end date for completion of the task]*
	[Insert the task description]		
	Subtask 2.1 ([Title])		
	[Identify the subtask and insert the subtask description]		
	…		

9.3. Training

[Optional: Describe training to be provided by Vendor.]

9.4. Software

[List all Software to be provided by Vendor under this Work Order, identified by module (including interfaces to be developed and delivered by Vendor, operating systems, software embedded in any Equipment, etc.)]

9.5. Risks and Risk Mitigation

[Identify likely risks that could impact the project, including potential impacts to the project timeline, resources, and costs.]

No.	*Potential Risk*	*Mitigation Strategy / Contingency Plan*	*Probability of Risk (%)*	*Consequence*	*Amount at Risk*
1.	*[Enter potential Project risks]*	*[Enter the mitigation strategy and/or contingency plans]*	*[Enter the probability of the risk materializing]*	*[Enter the consequence should the risk materialize (timeline extension, additional resource requirements, etc.)]*	*[Enter an estimate for the amount at risk]*
2.	…	…	…	…	…

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10.   PRICING SUMS

PRICING SUMS	
Maximum Project Fees	*[Insert the maximum cumulative Fees that County may incur under this Work Order through the Term of the Agreement. As to any Work Order acquired as a Type 1 Work Order that includes Services charged on a Time and Materials basis, the maximum cumulative Fees must be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval. As to all other Work Orders acquired as a Type 1 Work Order, the maximum cumulative Charges shall be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval, as negotiated by the Parties.]*
Key Milestone Fees	*[As to any Work Order acquired as a Type 1 Work Order that includes Services charged on a Fixed Fee basis, identify the sum of the Fees for the Project components of the Work Order (i.e., all one-time Fees which shall be paid pursuant to Vendor's delivery of the Key Deliverables). As to all other Work Orders acquired as a Type 1 Work Order, leave this section blank.]*

10.1.1.   Equipment and Other Assets

[List all Equipment and other Assets to be provided by Vendor under this Work Order, including delivery and installation locations and other requirements.]

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.

[Optional: List any additional Acceptance Criteria that applies.]

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

[Describe the project closing and sign off procedure.]

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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):

_____

_____

_____

13. ADDITIONAL REQUIREMENTS

[Identify additional Requirements as applicable. An example might be "County to provide license for xxx" where xxx is the name of a software module that County has determined is required for Vendor to deliver the Services.]

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14.   DELIVERABLES

[Identify and describe the Deliverables to be delivered by Supplier under this Work Order as described in Section 9.1 (Tasks), and specify (i) the Deliverables that are Key Deliverables, (ii) the dates for Vendor's delivery of the Deliverables, (iii) the Acceptance Criteria for the Deliverables, and (iv) the Weighting Factors applicable to the Key Deliverables.]

DELIVERABLES					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1.	*[Insert Deliverable name.]*	*[Insert "Y" or "N" as applicable.]*	*[Insert Deliverable Date.]*	▪ *[Identify the Acceptance Criteria required to achieve this Deliverable. E.g. "Deliverable addresses all elements as described in Subtask [_] under Section 9.1 (Tasks), above."]*	—% *[If this Deliverable is a Key Deliverable, specify the Weighting Factor.]*
2.	*[Add additional rows for additional Deliverables.]*	…	…	▪ …	—%

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

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[Title]

15. MILESTONES

[Identify and describe the Milestones to be delivered by Vendor under this Work Order, and specify (i) the Milestones that are Key Milestones, (ii) the dates for Vendor's delivery of the Milestones, (iii) the Deliverables required to achieve each Milestone, and (iv) the other applicable information in the fields below as to the Key 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.	*[Insert Milestone name.]*	*[Insert "Y" or "N" as applicable.]*	*[Insert Milestone Date.]*	▪ *[List the Deliverables required to achieve this Milestone.]*	*[If this Milestone is a Key Milestone, specify the Key Milestone Allocation percentage.]*	$— *[If this Milestone is a Key Milestone, the Key Milestone Allocation in dollars is equal to the Key Milestone Allocation percentage multiplied by the Key Milestone Charges specified in Section 10 (Pricing Sums), above.]*	$— *[If this Milestone is a Key Milestone, the Holdback Amount is thirty-five percent (35%) of the amount specified in the "Key Milestone Allocation (Dollars)" column, to the left.]*	*[If this Milestone is a Key Milestone, specify the scheduled duration of the work in months.]*	$— *[If this Milestone is a Key Milestone, the Monthly Key Milestone Payment is sixty-five percent (65%) of the amount specified in the "Key Milestone Allocation (Dollars)" column, to the left, divided by the amount specified in the "Key Milestone Scheduled Duration (Months)" column, to the left.]*
2.	*[Add additional rows for additional Milestones.]*	…	…	▪ …	—%	$—	$—	—	$—

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

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16.   INVOICING

16.1.   Fees

[Describe the fee arrangement for this Work Order (i.e., either Fixed Fee, Time and Materials, pass through plus mark-up, or some combination thereof) by selecting from the options below. If a combination, describe the combination approach, including which Services are provided under which fee arrangement model.]

[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 as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.					
2.					
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 $_____. 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 percentage and dollar allocations for the Time and Materials estimate and estimated hours for each Critical Milestone by role as provided in the sample below. Supplier'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 – Finalize Project Design							

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No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
1.							
2.							
3.							
4.							
Milestone Totals							
Milestone 2 – Finalize Project Build, Deploy, and Test							
1.							
2.							
3.							
4.							
Milestone 2 Totals							
Est. Total Labor							
Fixed Fee Fees							

[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.					
2.					
Total Pass Through Plus Mark-Up Fees					

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16.2. Invoices

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

16.3. Pass Through Expenses

[Identify any expenses that Vendor will pass through to County as part of the Services under this Work Order pursuant to the terms of the Agreement, e.g. shipping costs.]

No.	Line Item	Pass Through Expenses
1.		
2.		
	Total Pass Through Expenses Fees	

17. ATTACHMENTS

[As needed, specify attachments to this Work Order to further clarify the Services to be completed, e.g. project plans developed using Microsoft Project, resumes of Vendor Personnel, etc.]

18. 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.

19. 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.

20. 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]

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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 (SAIC)

County of Orange

Signature: _____

Signature: _____

       Authorized Representative

       Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[only for Type 2 work orders]

APPROVED AS TO FORM

COUNTY COUNSEL

_____

Patrick Bruso, Deputy County Counsel

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CEO/IT SAN Assets List

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Hardware

Category	Sub-Category	Location	Number	CI Name	CI Description
Hardware	Data Protection - DP10		CMDB0069850	DR-BBKCMLIN	DP9 Cell Manager/Media server
Hardware	Data Protection - DP10		CMDB0070679	OCMSB-DPMA3	DP9 Media Agent Server
Hardware	Tape Archives - Library		CMDB0053636	MSL4048 1	DP6 MSL4048 1
Hardware	Tape Archives - Library		CMDB0053637	MSL4048 2	DP6 MSL4048 2
Hardware	Tape Archives - Library		CMDB0053644	MSL4048 3	DP6 MSL4048 3
Hardware	Tape Archives - Library		CMDB0068825	MSL6480#2	Tape Library
Hardware	Data Protection - DP10		CMDB0053624	OCMSBBKCMLIN	OCMSB-APP- CELL MANAGER FOR DP9
Hardware	Data Protection - DP10		CMDB0053623	OCMSBBKMA2	OCMSB-APP- MEDIA SERVER FOR DP9
Hardware	Data Protection - DP10		CMDB0053622	OCMSBBKMA1	OCMSB-APP- MEDIA SERVER FOR DP9
Hardware	Storage Services - FC		CMDB0053692	Network Switch 1	Network Switch 1
Hardware	Storage Services - FC		CMDB0053693	Network Switch 2	Network Switch 2
Hardware	Storage Services - FC		CMDB0053694	Network Switch 3	Network Switch 3
Hardware	Storage Services - FC		CMDB0053700	SW4-ICX6610	Network Switch 4
Hardware	Network Services - DR		CMDB0053695	Switch 1	Switch 1
Hardware	Network Services - DR		CMDB0053696	Switch 2	Switch 2
Hardware	Network Services - DR		CMDB0053697	Switch 3	Switch 3
Hardware	Data Protection -		CMDB0053627	Proxy1	Proxy 1
Hardware	Data Protection -		CMDB0053628	Proxy2	Proxy 2
Hardware	VTL Services - MF		CMDB0072438	OCMSB-CGX1	CGX 1
Hardware	VTL Services - MF		CMDB0072439	OCMSB-CGX2	CGX 2
Hardware	VTL Services - MF		CMDB0072440	OCMSB-MVTE1	Storage Controller
Hardware	VTL Services - MF		CMDB0072441	OCMSB-MVTE2	Storage Controller
Hardware	BRS Services -		CMDB0074202	BRS01	OCMSB-APP- Server Purposed for File Replication
Hardware	BRS Services -		CMDB0053678	BRS04	APP- Server Purposed for File Replication
Hardware	Storage Services - SAN		CMDB0052003	7200-DR	7200-DR
Hardware	Storage Services - SAN		CMDB0052000	7400-1-	StoreServ 7400. Open Systems
Hardware	Storage Services - SAN		CMDB0052001	7400-2	7400-2 (HCA)
Hardware	VTL Services - DataDomain		CMDB0053239	DD4200	DD4200
Hardware	VTL Services - DataDomain		CMDB0053647	DD4200 Shelf	DD4200 Shelf
Hardware	VTL Services - DataDomain		CMDB0053663	DD4200 Shelf	DD4200 Shelf
Hardware	VTL Services - DataDomain		CMDB0071267	DD4200 Shelf	DD4200 Shelf
Hardware	VTL Services - DataDomain		CMDB0051261	DD4500	DD4500
Hardware	VTL Services - DataDomain		CMDB0053664	DD4500 Shelf	DD4500 Shelf
Hardware	VTL Services - DataDomain		CMDB0053648	DD4500 Shelf	DD4500 Shelf
Hardware	VTL Services - DataDomain		CMDB0053646	DD4500 Shelf	DD4500 Shelf
Hardware	VTL Services - DataDomain		CMDB0053645	DD4500 Shelf	DD4500 Shelf
Hardware	VTL Services - DataDomain		CMDB0053643	DD4500 Shelf	DD4500 Shelf
Hardware	VTL Services - DataDomain		CMDB0072323	DD4500 Shelf	DD4500 Shelf
Hardware	Storage Services - FC		CMDB0053683	DR-SANSW1	DR FC Switch #1
Hardware	Storage Services - FC		CMDB0053684	DR-SANSW2	DR FC Switch #2
Hardware	Data Protection -		CMDB0070680	OCMSB-PROXY3	NONPROD - Proxy Server
Hardware	Data Protection -		CMDB0053515	OCMSBVEBK01	OCMSB-APP- BACKUP/REPLICATION SERVER
Hardware	Data Protection -		CMDB0069019	dr-bvebk02	backup and replication server

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Hardware

Service Type Sub Description	Serial number	Server Name	Server Type	Environment	Manufacturer	Model Name	Model Version
Physical Data Protector Server -DR		DR-BBKCMLIN	PHYSICAL	DISASTER RECOVERY			
Physical Data Protector Server		OCMSB-DPMA3	PHYSICAL	PRODUCTION			
Physical Tape Libraries for ▮ Archive		MSL4048 1	PHYSICAL	PRODUCTION			
Physical Tape Libraries for ▮ Archive		MSL4048 2	PHYSICAL	PRODUCTION			
Physical Tape Libraries for ▮ Archive		MSL4048 3	PHYSICAL	PRODUCTION			
Physical Tape Libraries for ▮ Archive		MSL6480#2▮	PHYSICAL	PRODUCTION			
Physical Data Protector Server		OCMSBBKCMLIN	PHYSICAL	PRODUCTION			
Physical Data Protector Server		OCMSBBKMA2	PHYSICAL	PRODUCTION			
Physical Data Protector Server		OCMSBBKMA1	PHYSICAL	PRODUCTION			
▮ Networking Switch		Network Switch 1	PHYSICAL	PRODUCTION			
▮ Networking Switch		Network Switch 2	PHYSICAL	PRODUCTION			
▮ Networking Switch		Network Switch 3	PHYSICAL	PRODUCTION			
▮ Networking Switch		SW4-ICX6610	PHYSICAL	PRODUCTION			
DR Networking Switch		Switch 1	PHYSICAL	DISASTER RECOVERY			
DR Networking Switch		Switch 2	PHYSICAL	DISASTER RECOVERY			
DR Networking Switch		Switch 3	PHYSICAL	DISASTER RECOVERY			
Physical ▮ Servers for ▮ Restores		Proxy 1	PHYSICAL	PRODUCTION			
Physical ▮ Servers for ▮ Restores		Proxy 2	PHYSICAL	PRODUCTION			
▮ Appliance		OCMSB-CGX1	PHYSICAL	PRODUCTION			
▮ Appliance		OCMSB-CGX2	PHYSICAL	PRODUCTION			
▮ Appliance		OCMSB-MVTE1	PHYSICAL	PRODUCTION			
▮ Appliance		OCMSB-MVTE2	PHYSICAL	PRODUCTION			
Physical Servers for ▮ Replication		BRS01	PHYSICAL	PRODUCTION			
Physical Servers for ▮ Replication		BRS04	PHYSICAL	DISASTER RECOVERY			
▮ Storage Array		7200-DR▮	PHYSICAL	DISASTER RECOVERY			
▮ Storage Array		7400-1-▮	PHYSICAL	PRODUCTION			
▮ Storage Array		7400-2	PHYSICAL	PRODUCTION			
Data Domain Backup Appliance		DD4200▮	PHYSICAL	DISASTER RECOVERY			
Data Domain Backup Appliance		DD4200 Shelf	PHYSICAL	PRODUCTION			
Data Domain Backup Appliance		DD4200 Shelf	PHYSICAL	DISASTER RECOVERY			
Data Domain Backup Appliance		DD4200 Shelf	PHYSICAL	DISASTER RECOVERY			
Data Domain Backup Appliance		DD4500▮	PHYSICAL	PRODUCTION			
Data Domain Backup Appliance		DD4500 Shelf	PHYSICAL	PRODUCTION			
Data Domain Backup Appliance		DD4500 Shelf	PHYSICAL	PRODUCTION			
Data Domain Backup Appliance		DD4500 Shelf	PHYSICAL	PRODUCTION			
Data Domain Backup Appliance		DD4500 Shelf	PHYSICAL	PRODUCTION			
Data Domain Backup Appliance		DD4500 Shelf	PHYSICAL	PRODUCTION			
Data Domain Backup Appliance		DD4500 Shelf	PHYSICAL	DISASTER RECOVERY			
DR SAN Switch		DR FC Switch #1	PHYSICAL	DISASTER RECOVERY			
DR SAN Switch		DR FC Switch #2	PHYSICAL	DISASTER RECOVERY			
Physical ▮ Proxy Server		OCMSB-PROXY3	PHYSICAL	PRODUCTION			
Physical ▮ Server		OCMSBVEBK01	PHYSICAL	PRODUCTION			
Physical ▮ Server DR		dr-bvebk02	PHYSICAL	DISASTER RECOVERY			

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Software

Category	Sub-Category	Location	Number	CI Name	CI Description	Service Type Sub Description
Software	Data Protection - DP10	██ & ██	CMDB0053679	Backup to Disk	Backup to Disk	Data Protector Software License
Software	Data Protection - DP10	&	CMDB0053669	Backup to Disk 10TB	Backup to Disk 10TB	Data Protector Software License
Software	Data Protection - DP10	&	CMDB0053670	Cell Manager License	Cell Manager License	Data Protector Software License
Software	Data Protection - DP10	&	CMDB0053681	Cell Manager LTU 1	Cell Manager LTU 1	Data Protector Software License
Software	Data Protection - DP10	&	CMDB0053659	Cell Manager LTU 2	Cell Manager LTU 2	Data Protector Software License
Software	Data Protection - DP10	&	CMDB0053673	DP Drive License	DP Drive License	Physical Tape Libraries for ██ Archive
Software	VTL Services - DataDomain	&	CMDB0053641	DD Boost License	DD Boost License	Data Domain Software License
Software	Data Protection - ██	& ██	CMDB0069020	██	Backup software for virtual machines. Owned by ██	██ Backup Software

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Software

Serial number	Server Name	Server Type	Class	Operating System	Status	Environment	Manufacturer	Model Version
	Backup to Disk	PHYSICAL	Storage Disk		Operational	PRODUCTION	███	██████████
	Backup to Disk 10TB	PHYSICAL	Storage Disk		Operational	PRODUCTION	███	██████████
███████	Cell Manager License	PHYSICAL	Storage Disk		Operational	PRODUCTION	███	██████████
	Cell Manager LTU 1	PHYSICAL	Storage Disk		Operational	PRODUCTION	███	██████████
	Cell Manager LTU 2	PHYSICAL	Storage Disk		Operational	PRODUCTION	███	██████████
███████	DP Drive License	PHYSICAL	Storage Disk		Operational	PRODUCTION	███	██████████
	DD Boost License	PHYSICAL	Storage Disk		Operational	PRODUCTION	███	██████████
NA			Application Software		Operational			

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Maintenance

Type	Item Description	Maintenance Provider	POP - End	Eligible to Transfer to OCIT (Months)	Estimated Annual ROM
Fixed	DR FC Switch Maintenance	██████████	9/18/2020	0	$3,000
Fixed	DR Network Switch Maintenance		1/16/2021	2.5	$7,000
Fixed	████████ Maintenance		12/31/2020	2	$10,000
Fixed	DC FC Switch Maintenance		3/29/2021	5	$10,000
Fixed	██ Tape Libraries		12/31/2020	2	$4,000
Fixed	██ Server Maintenance (Partial-1)		3/31/2021	5	$5,000
Fixed	██ Server Maintenance (Partial-2)		9/18/2020	0	$3,000
Fixed	Data Domain ███ DD Maintenance		3/15/2021	4.5	$135,000
Fixed	Data Domain █ DD 45TB Expansion		3/15/2021	4.5	$95,000
Fixed	███ SAN HCA		12/31/2020	2	$26,000
Fixed	███ 1 Maintenance		12/31/2020	2	$60,000
Fixed	███ 2 Maintenance		12/31/2020	2	$50,000
Software	███ MF VTL		5/31/2021	7	$55,000
Software	Data Protector SW Maintenance		11/10/2020	0	$50,000
Software	███ SW Maintenance (subscription)		2/29/2021	4	$70,000
Software	███ SW Licensing		3/26/2021	5	$10,000
Software	Data Domain Virtual Software Licensing 48TB		6/2/2021	8	$40,000

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