



AMENDED AND RESTATED

TYPE 2 WORK ORDER #NCY1-025

NETWORK ENGINEER FOR ORANGE COUNTY INFORMATION TECHNOLOGY
SHARED SERVICES AND JOHN WAYNE AIRPORT

TYPE 2 WORK ORDER #NCY1-025

This Type 2 Work Order #NCY1-025 (“**Work Order**”) is an attachment and addition to the Managed Services Network, Voice, and Security Agreement dated as of the Reference Date (hereinafter “**Agreement**”) entered into by and between County of Orange (“**County**”) and Science Applications International Corporation (SAIC) (“**Supplier**”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Work Order, the terms of the Agreement shall prevail and nothing in this Work Order shall modify or amend any provisions of the Agreement (including all components such as Functional Service Areas, Service Level Requirements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are Approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the Change Control Process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Type 2 Work Order #NCY1-025.

1. WORK ORDER NUMBER

NCY1-025

2. EFFECTIVE DATE

This Work Order is effective as of November 26, 2019.

3. PROJECT NAME

Network Engineer for Orange County Information Technology (“**OCIT**”) Shared Services (“**SS**”) and John Wayne Airport (“**JWA**”)

4. PROJECT SUMMARY

The County hereby requests Supplier to assist Orange County Information Technology (“**OCIT**”) Shared Services and JWA by providing one (1) part-time Network Engineer to support the County and JWA with network related information technology (“**IT**”) projects.

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

The Network Engineer would be a Targeted Resource provided by Supplier under this Work Order to assist OCIT Shared Services and JWA with supporting certain Network IT projects.

6. CRITICAL SUCCESS FACTORS**6.1. Strong Project Management**

Supplier shall manage the Services provided under this Work Order to the project schedule described in Section 10 (Project Schedule), below, and to the results to be achieved by the Services described herein by managing issues, risks, dependencies, and resources in a manner to achieve the project schedule and the results.

6.2. Open Communication and Governance Structure Clearly Defined

Good and open communication must be established early. Governance, the structure of recurring meetings, and the members of recurring meetings must be defined early. Meeting schedules must also be established for the length of the project.

6.3. Executive Leadership Involvement

It is imperative that executive leadership from Supplier and the County be involved in the project governance and meet at regular intervals to discuss the project's progress and reach agreement on any key decisions that have been escalated to their level.

7. WORK ORDER TYPE

NRI only Work Order (for Work Orders that do not include BAU elements)

NRI and BAU combination Work Order (for Work Orders that include both NRI and BAU elements)

As to NRI and BAU combination Work Orders, provide a description of each of the NRI and BAU components of this Work Order:

7.1. Targeted Resource Order

Targeted Resource Order Services

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
Network Design Engineer, Entry	Mahesh Atla	Mahesh.Atla@saic.ocit.ocgov.com	NRI – Network design	Santa Ana, CA.

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

County Sponsor	OCIT Shared Services – David Menkel, (714) 973-6699, JWA – Jessica Miller, (949) 252-5294
Service Request Number	N/A
County Budget Info	JWA – AR02A Shared Services – various, TBD

9. SUPPLIER ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Greg Mitchell	Gregory.C.Mitchell@saic.com	Program Management
PMO Manager	Ben Page	Bejamin.C.Page@saic.com	BAU – PMO

Resource Title	Name	Contact Information	Responsibilities
Network Manager	Eric Whitten	Eric.Whitten@saic.ocgov.com	BAU – Network Manager
Network Design Engineer, Entry	Mahesh Atla	Mahesh.Atla@saic.ocit.ocgov.com	NRI – Network design

10. PROJECT SCHEDULE

No.	Task	Start Date	End Date	Duration
1.	Provision of Targeted Resources	11/26/2019	4/30/2021	522 Days

11. PRICING SUMS

PRICING SUMS	
Maximum Project Charges	\$266,280
Key Milestone Charges	N/A
Deliverables At-Risk Amount	N/A

12. SERVICES

Supplier shall provide a Targeted Resource to assist OCIT Shared Services and JWA with the below listed Services. The County agrees that it is responsible for providing daily direction to the Target Resource as to what Services shall be performed. Unless otherwise approved in advance by Supplier or if required by urgent unforeseen circumstances, such Services shall be performed on a mutually agreed to scheduled basis for up to five (5) consecutive days in each calendar week, not to exceed forty (40) hours each calendar week. Additionally, the Targeted Resource shall only bill for the actual hours worked under this Work Order and charge those hours to the appropriate department BAC. Such Targeted Resource Services include:

- 12.1. Supplier to provide the one (1) Targeted Resource identified in Section 7.1 of this Work Order to support JWA and the following OCIT Shared Services departments: Orange County Public Works (“**OCPW**”), Orange County Public Library (“**OCPL**”), Orange County Parks (“**OC Parks**”) and Orange County Community Resources (“**OCCR**”).
- 12.2. The Targeted Resource will perform, but not be limited to, the following Services for JWA:
- A. Work with JWA as needed for onsite Network Engineer operations and maintenance support.
 - B. Any other related tasks as assigned by JWA.
- 12.3. The Targeted Resource will perform, but not be limited to, the following Services for the Shared Services departments listed in Section 12.1 of this Work Order:
- A. Work with OCPW on network core upgrades and configuration changes.
 - B. Work with OCPW on [REDACTED] and [REDACTED] switch deployments and configuration changes.
 - C. Work with OCPW to validate design and best practices.
 - D. Work with OCPW on network documentation, and miscellaneous configuration change requests.
 - E. Work with OCPL and OC Parks, as needed, on new site installations and site modifications.
 - F. Any other related tasks as assigned by any of the above listed authorized Shared Services departments. OCIT shall resolve any conflicting requests from JWA and/or Shared Services departments for a Targeted Resource’s Services.
- 12.4. The Targeted Resource will perform, but not be limited to, the following Services for OCIT:
- A. Data Network Support for Network, including wide area network (“**WAN**”) and local area network (“**LAN**”) infrastructure
 - B. Any other related tasks as assigned by OCIT.

12.5. Tasks

N/A

12.6. Service Level Requirements

N/A

12.7. Training

12.8. N/A Assets

N/A

12.8.1. Software

N/A

12.8.2. Network Components

N/A

12.8.3. Equipment and Other Assets

N/A

Sunset Activities

<i>No.</i>	<i>Asset Description</i>	<i>Affected Authorized Users</i>	<i>Affected Eligible Customers</i>	<i>Committed Sunset Date</i>	<i>Write-off or Accelerate Depreciation?</i>	<i>Book Value</i>	<i>Annual Cost of Support / Maintenance</i>
1.	N/A	N/A	N/A	N/A	N/A	N/A	N/A

12.9. Risks and Risk Mitigation

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

13. ACCEPTANCE**13.1. Acceptance Criteria**

The Acceptance Criteria shall be as described in Section 16 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

13.2. 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.

13.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 19.4 (Final Acceptance) of the Agreement.

13.4. Final Acceptance Sign-Off Procedure

N/A

14. PROJECT REPORTS

Provide the following Reports as provided in Exhibit A.1 (Integrated Requirements FSA):

- Weekly Project status Reports (Exhibit A.1 (Integrated Requirements FSA) – Table 3 (Supplier Project Manager Responsibilities))
 - The status Report shall include but not be limited to, the following details for the Targeted Resource:
 - Hourly Rate
 - Number of Hours

The reporting categories the cost is associated with.

15. ADDITIONAL REQUIREMENTS

15.1. Assumptions

1. This Work Order is premised on the following assumptions. A change in or a failure to satisfy an assumption may require an increase in the Work Order price, a modification to the schedule and/or a change to the Services: The Targeted Resource is required to successfully pass all necessary County administered background investigations prior to performing any services under this Work Order.

16. DELIVERABLES

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

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

17. 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.	Provision of Targeted Resources	N/A	N/A	<ul style="list-style-type: none"> ▪ Provision of Targeted Resources 	N/A	N/A	N/A	N/A	N/A

* As this is a time and materials Targeted Resources Work Order, the Parties agree that, notwithstanding any other provision of this Work Order and the Agreement, there are no Milestones and no Key Milestones and, Supplier shall be paid each month for the invoiced actual hour(s) of Targeted Resources Services performed by Supplier personnel.

18. KEY MILESTONES PAYMENTS TABLE

		Milestone #1	
Month No.	Month	Provide Network Engineer	Total (Monthly Key Milestone Payments)*
Milestone Allocation		N/A	N/A
Total Milestone Payments		\$266,280	\$266,280
Milestone Duration (Months)		17	
Milestone Monthly Payment		N/A	
Milestone Holdback Amount		N/A	
Key Deliverables		None	Actuals Billed (aside from Holdback Amount)
1	Dec-19	\$15,663.53	\$15,663.53
2	Jan-20	\$15,663.53	\$15,663.53
3	Feb-20	\$15,663.53	\$15,663.53
4	Mar-20	\$15,663.53	\$15,663.53
5	Apr-20	\$15,663.53	\$15,663.53
6	May-20	\$15,663.53	\$15,663.53
7	Jun-20	\$15,663.53	\$15,663.53
8	Jul-20	\$15,663.53	\$15,663.53
9	Aug-20	\$15,663.53	\$15,663.53
10	Sep-20	\$15,663.53	\$15,663.53
11	Oct-20	\$15,663.53	\$15,663.53
12	Nov-20	\$15,663.53	\$15,663.53
13	Dec-20	\$15,663.53	\$15,663.53
14	Jan-21	\$15,663.53	\$15,663.53
15	Feb-21	\$15,663.53	\$15,663.53
16	Mar-21	\$15,663.53	\$15,663.53
17	Apr-21	\$15,663.53	\$15,663.53

Key Milestone Holdback Amount	Highlighted Above in Yellow	N/A
Milestone Totals	\$266,280	\$266,280

19. INVOICING

19.1. Charges

[Option 1 – Fixed Fee]

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be \$_____ (the “Fixed Fee Charges”). For the avoidance of doubt, Supplier 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 Supplier to provide such Services.

Supplier shall specify the percentage and dollar allocations of the Fixed Fee Charges and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.					
Est. Total Labor					
Fixed Fee Charges					

[Option 2 – Not to Exceed]

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall not exceed \$_____ (the “Not To Exceed Price”), pursuant to the rates or Approved pricing set forth in Exhibit P (Pricing). For the avoidance of doubt, County agrees that this is a Not to Exceed arrangement in which Supplier, subject to the other limitations set forth in this Work Order, will provide the Deliverables and other Services described in this Work Order.

Supplier shall specify the percentage and dollar allocations of the Not To Exceed Charges and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.					
Est. Total Labor					
Fixed Fee Charges					

Option 3 – Time and Materials

County will be billed on an hourly basis pursuant to the rates and Approved pricing set forth in Exhibit P (Pricing), including the rates for Professional Services under Exhibit P.4 (Supplier Rate Card), based upon the actual hours worked by Supplier Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Supplier estimates that the Charges for all Time and Materials to complete the Services under this Work Order are **\$266,280**. The foregoing represents

Supplier's best, good faith estimate of the Charges 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, Supplier 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 (1) invoiced by Supplier for work rendered in excess of the above estimate prior to the County's Approval of additional Charges in excess of Supplier's estimate, or (2) in excess of the Maximum Project Charges.

Supplier 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 Exhibit P.4 (Supplier Rate Card).

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestone 1 – Provide Network Engineer							
1.	Network Design Engineer	Entry	Onsite (Customer)	\$105	2,536	N/A	\$266,280
Milestone 1 Totals					2,536	N/A	\$266,280
Est. Total Labor					2,536	N/A	\$266,280

[Option 4 – Pass Through Plus Mark-Up]

County will be billed on a Pass Through Plus Mark-Up basis for third party goods and services acquired on behalf of County by Supplier pursuant to the process described under Section 267 (Pass Through Plus Mark-Up) of Exhibit X (Definitions). Supplier estimates that the Charges for all Pass Through Plus Mark-Up Deliverables and other Services under this Work Order are collectively \$_____. The foregoing represents Supplier's best, good faith estimate of the Charges 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, Supplier 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 Supplier for work rendered in excess of the above estimate prior to the County's Approval of additional Charges in excess of Supplier's estimate.

Supplier shall specify the percentage and dollar allocations for the Pass Through Plus Mark-Up Charges by line item as provided in the sample below. Supplier's hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.					
Total Pass Through Plus Mark-Up Charges					

19.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Exhibit F (Invoicing Requirements) and Section 21 (Invoices and Payments) of the Agreement.

19.3. Pass Through Expenses

<i>No.</i>	<i>Line Item</i>	<i>Pass Through Expenses</i>
1.	N/A	
Total Pass Through Expenses Charges		

20. ATTACHMENTS

N/A

21. CHANGES

No changes to this Work Order shall be effective without prior County Approval, and any changes to the terms of this Work Order shall be subject to Section 40.21 (Amendment of Agreement) of the Agreement.

22. SUPPLIER PERSONNEL COSTS

Pursuant to Section 9(D) of Exhibit P (Pricing), there shall be no Charges to County under this Work Order for any travel, entertainment, vacation, sick time, holidays, paid time off, overtime, or other similar costs or expenses in connection with the Supplier Personnel.

23. TERMINATION

Pursuant to Section 25.6 (Termination 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 25.6 (Termination for Convenience) of the Agreement.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the undersigned have caused this Work Order to be duly executed and effective as of the Effective Date.

Science Applications International Corporation
(SAIC)

County of Orange

Signature: *Kelly J. Parson*
Authorized Representative

Signature: _____
Authorized Representative

Name: Kelly J. Parson

Name: Joel Golub

Title: Contracts Manager

Title: Chief Information Officer

Date: 9/28/20

Date: _____

APPROVED AS TO FORM
COUNTY COUNSEL

Patrick Brusco
Patrick Brusco, Deputy County Counsel