## Revision to ASR and/or Attachments.

Date: May 18,2021
To: $\quad$ Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, Chief Executive Officer


Re: ASR Control \#:21-000401, Meeting Date 05/25/21, Item No. \# 82
Subject: Approve Work Orders for Information Technology Services

## Explanation:

OCIT is requesting to modify ASR \#21-000041 to add Amendment Number 19 to the contract with Science Applications International Corporation (SAIC), to incorporate annual baseline adjustments to reflect estimated demand for IT managed services
$\boxtimes$ Revised Recommended Action(s)
Adding Recommended Action \#7:
7. Authorize the County Chief Information Officer or designee to execute Amendment Number 19 to the Master Services Agreement by and between the County of Orange and Science Applications International Corporation for Data Center Operations, Service Desk, Desktop Support and Applications Services to modify Appendix 3.1 (SOW Pricing Appendix) to reflect adjustments to Baseline Quantities for the Vendor's commencement of Desktop Services for the OC Probation Department as well as Baseline Quantity adjustments for various Services based on estimated usage, reflecting an increase of $\$ 4,563,690$ for a new estimated cumulative agreement total of $\$ 217,905,270$.
$\boxtimes$ Make modifications to the:

$$
\boxtimes \text { Subject } \boxtimes \text { Background Information } \boxtimes \text { Summary } \boxtimes \text { Financial Impact }
$$

Subject
Approve Work Orders and Amendment Number 19 to Contract with Science Applications International Corporation

## Summary:

Authorization to execute Type 2 Work Orders under the Agreement for Data Center, Desktop, Applications and Service Desk Services with Science Applications International Corporation will authorize the Vendor to support the County on various information
technology projects and services; and approve Amendment Number 19 to the Master Services Agreement.

## Background Information:

Amendment Number 19 - Annual Baseline Adjustments to Service Demand As the County's demand for IT services fluctuates, on an annual basis, adjustments are made to the Baseline quantities for services consumed by County departments, which sets the estimated base charges the County intends to purchase. Appendix 3.1 (SOW Pricing Appendix) in the MSA is being modified to reflect mutually agreed to annual Baseline Volume adjustments. Overall demand for services remains relatively level, with the exception of Storage Area Network and Cloud Outlook eMail Services, which is increasing. In addition, new Desktop Service support is being added for the Probation Department. The Baseline adjustments result in an estimated net value increase of $\$ 4,563,690$ for the term of the agreement.

## Financial Impact:

## Amendment Number 19 to the DDAS Contract

The table below shows the contract value for the DDAS Contract, comparing to the contract value from the prior Amendment Number 18 to the proposed Amendment Number 19. The total contract value increase is $\$ 4,563,690$ million to cover new Desktop Services for Probation Department and increases in Storage Area Network and Cloud Outlook eMail Services.

| Fiscal Year | $\begin{array}{c}\text { Amendment } \\ \text { No. 18 }\end{array}$ |  | $\begin{array}{c}\text { Amendment } \\ \text { No. 19 }\end{array}$ | $\begin{array}{c}\text { Difference: } \\ \text { Amendment 18 vs. } \\ \text { Amendment 19 }\end{array}$ |
| :--- | ---: | ---: | ---: | ---: |
| Recurring Service Fees |  |  |  |  |
| FY 13-14 (Feb 2014 - Jun 2014) | $\$$ | $6,268,431$ | $\$$ | $6,268,431$ |$) \$$ -

Please note that the actual financial impact will be dependent upon the County's actual service usage for base services and work orders, which may be increased or decreased according to the terms of the Master Services Agreement. Appropriations for the contract is included in the FY 2020-21 Budget for Fund 289 - OCIT Countywide Services and will be included in the budgeting process for future fiscal years. The contract contains language allowing OCIT to terminate the agreement, reduce the level of services and/or renegotiate the levels of services to be provided,
$\boxtimes$ Revised Attachments (attach revised attachment(s) and redlined copy(s))
Attachment D - Amendment Number 19 to Agreement MA-017-13011864
Attachment E - Contract Summary Form

## AMENDMENT NUMBER 19 TO MASTER SERVICES AGREEMENT FOR IT SERVICES BY AND BETWEEN COUNTY OF ORANGE <br> AND SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

This Amendment Number 19 to Master Services Agreement for IT Services by and between County of Orange and Science Applications International Corporation ("Amendment 19 ") 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 19 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"); Amendment 16, dated September 29, 2020 ("Amendment 16"); Amendment 17, dated February 9, 2021 ("Amendment 17"); and Amendment 18, dated March 24, 2021 ("Amendment 18").

WHEREAS, the Parties desire to enter into this Amendment 19 for the purposes of modifying Appendix 3.1 (SOW Pricing Appendix) to reflect adjustments to Baseline Quantities, effective as of April 1, 2021, arising from Vendor's commencement of Desktop Services for the OC Probation Department as well as Baseline Quantity adjustments arising from the Agreement's required wall-to-wall inventory that shall be effective as of July 1, 2021.

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 amend the Agreement as follows:

1. Appendix 3.1 (SOW Pricing Appendix) - Revision 14 to Schedule 3 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Appendix 3.1 (SOW Pricing Appendix) - Revision 15 to Schedule 3, which is incorporated into the Agreement by this reference.
B. This Amendment 19 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 18 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 19 and any provision of the original Agreement, and/or its amendments/modifications other than Amendment 19, 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 19;
2. Amendment 18;
3. Amendment 17;
4. Amendment 16
5. Amendment 15;
6. Amendment 14;
7. Amendment 13;
8. Amendment 12;
9. Amendment 11;
10. Amendment 10;
11. Amendment 9;
12. Amendment 8;
13. Amendment 7;
14. Amendment 6;
15. Amendment 5;
16. Amendment 4;
17. Amendment 3;
18. Amendment 2;
19. Amendment 1 ;
20. The original Agreement.
[Signatures provided on the following page]

The Parties evidence their entire agreement to the terms of this Amendment 19 as evidenced below by the signature of each Party's legally authorized representative on the dates indicated below.

## VENDOR: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Vincent R. Magaña
Print Name
Etecork Magaren

Signature

Contracts, Senior Principal
Title
May 18, 2021
Date

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

Joel Golub
Print Name

Signature

County Chief Information Officer
Title

Date

## APPROVED AS TO FORM

COUNTY COUNSEL


Patrick Bruso, Deputy County Counsel

Approved by Board of Supervisors on: $\qquad$

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

## Appendix 3.1, Revision 14 - Amendment Number 19



## Pricing for OC Data Center



Pricing for Service Desk



## Pricing for Desktop




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Orange County Information Technology
Science Applications International Corporation

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

$\qquad$

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 County BYOD Support levels for final state of MIM can not be determined at this time and may require an equitable adjustment to the contract pricing Cloud-based server resource unit rates cover management of server only; does not include backend cloud platform / tennancy management or enablement Implementation of $\square$ project (server, DB, $\square$ scheduling, backup, DR) is not included in server rates and to be funded by separate work order SSA Server, core infrastructure, $\square$ etc. take over will require project to perform necessary migration to $\square$ Solarwinds, and all backend processes Future application upgrades to be funded as a work order; future AIX refresh funded as project
 Production Control Resouce Unit to be allocated by County per annual job schedule provided by team for one $\square$ system at ~ $\square$ obs 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 ervices.
Hardware required to refresh aging network / server equipment to be purchased by County; SAIC to conduct refresh as BAU effort
circuit removed from SAIC; County assumes responsibility to provide
Disaster Recovery
Disaster Recovery
Disaster Recovery
upport fore marn require work order to reconfigure, re-ingest into County enterprise
Support remains as actually the $\square$ 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 $\square$ and backend processes

Desktop $\square$ 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 Confirmation of 3 images in use ( 2 SSA; 1 CFS

## -

Band pricing continues to apply
Service Desk Onboarding of SSA to be done within the price given reasonable time and data available to build in

Appendix 3.1 to Schedule 3 - Rev 15 Amendment No. 19 to MA-017-13011864

## Contract Summary Form

> Science Applications International Corporation (SAIC)

## SUMMARY OF SIGNIFICANT CHANGES

1. Type 2 Work Orders: The list below includes the Type 2 Work Orders requested for Board approval, to extend the service dates to cover the period July 1, 2021, through June 30, 2022, so that SAIC resources can continue to support the County (see Attachments A - C).

| Work Order <br> Number | Requesting Department | Description |
| :---: | :--- | :--- |
| CY7-005 <br> Amendment \#1 | Orange County Information <br> Technology (Countywide) | Provides services to support multiple <br> Countywide OnBase applications and projects. |
| CY7-006 <br> Amendment \#1 | Orange County Information <br> Technology (Countywide) | Provides operations and maintenance support <br> Services. |
| CY8-001 | OC Probation Department <br> (Probation) | Provides resources to support Probation's <br> server environments. |

## 2. Annual Baseline Adjustments to Service Demand: Amendment Number 19 to Agreement MA-017-13011864 modifies Appendix 3.1 (SOW Pricing Appendix) to reflect adjustments to Baseline Quantities for the Vendor's commencement of Desktop Services for the OC Probation Department as well as Baseline Quantity adjustments for various Services based on estimated usage; reflecting an increase of $\$ 4,563,690$, for a new estimated cumulative agreement total of $\$ 217,905,290$ (see Attachment D - Amendment Number 19 to Agreement MA-017-13011864).

## SUBCONTRACTORS

This contract allows for subcontracting with Orange County Information Technology’s consent pursuant to Section 25 (Use of Affiliates and Subcontractors) within the contract amount for the term specified. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval.

This contract includes the following subcontractors or pass through to other providers.

| Subcontractor Name | Service(s) |  | Amount |
| :--- | :--- | :--- | :--- |
| 1. Vology (formerly GovPlace) | 1. | Storage, backup and replication system | Amounts |
| 2. SunGard | 2. | Disaster Recovery/Business Recovery Center | unknown as |
| 3. SyComp Systems | 3. | AIX environment support | the Contractor |
| 4. ARK | 4. | Staff augmentation | does not |
| 5. E911 | 5. | OCid, ATSII and staff augmentation | provide this |
| 6. SR2K | 6. | AIX Staffing | information to |
| 7. AT\&T | 7. | Disaster recovery circuits | the County. |


| 8. Cerith Consulting | 8. Business consulting <br> 9. Winkle Systems 9. IBM Mainframe System Programming staff <br> support  |  |
| :--- | :--- | :--- | :--- |
| 10. BMC | 10. BMC Control M software support for <br> Mainframe |  |
| 11. CA Technologies | 11. CA software support for Mainframe upgrade <br> 12. Microsoft |  |

## CONTRACT OPERATING EXPENSES

## Type 2 Work Orders

The chart below shows the cumulative total of Work Orders executed to date and the balance left of the $\$ 16$ million "Reserved Dollars".

| Description | Amount |  |
| :--- | :---: | :---: |
| Reserved Dollars for Work Orders | $\$$ | $16,000,000$ |
| Work Orders Executed to Date | $\$$ | $10,241,213$ |
| Balance of Reserved Dollars for Work Orders | $\mathbf{\$}$ | $\mathbf{5 , 7 5 8 , 7 8 7}$ |

## Amendment Number 19 to the Contract

| Fiscal Year | Amendment <br> No. 18 |  | Amendment <br> No. 19 |  | Difference: <br> Amendment 18 vs. <br> Amendment 19 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Recurring Service Fees |  |  |  |  |  |  |
| FY 13-14 (Feb 2014 - Jun 2014) | \$ | 6,268,431 | \$ | 6,268,431 | \$ | - |
| FY 14-15 | \$ | 15,742,525 | \$ | 15,742,525 | \$ | - |
| FY 15-16 | \$ | 16,669,685 | \$ | 16,669,685 | \$ | - |
| FY 16-17 | \$ | 18,465,787 | \$ | 18,465,787 | \$ | - |
| FY 17-18 | \$ | 18,439,447 | \$ | 18,439,447 | \$ | - |
| FY 18-19 | \$ | 17,399,749 | \$ | 17,399,749 | \$ | - |
| FY 19-20 | \$ | 15,931,316 | \$ | 15,931,316 | \$ | - |
| FY 20-21 | \$ | 15,353,568 | \$ | 15,577,242 | \$ | 223,674 |
| FY 21-22 | \$ | 15,267,168 | \$ | 16,934,304 | \$ | 1,667,136 |
| FY 22-23 | \$ | 15,329,916 | \$ | 16,734,276 | \$ | 1,404,360 |
| FY 22-24 | \$ | 15,539,508 | \$ | 16,808,028 | \$ | 1,268,520 |
| Ten-Year Subtotal | \$ | 170,407,100 | \$ | 174,970,790 | \$ | 4,563,690 |
| Transition Fees | \$ | 3,572,510 | \$ | 3,572,510 | \$ | - |
| Current Total In-Scope Work Orders Thru Year 6 | \$ | 23,361,990 | \$ | 23,361,990 | \$ | - |
| Reserved Dollars for Work Orders Years 7 thru 10 | \$ | 16,000,000 | \$ | 16,000,000 | \$ | - |
| Total Est. 10-Year Cumulative Contract Value | \$ | 213,341,600 | \$ | 217,905,290 | \$ | 4,563,690 |

## Contract Summary Form

## Science Applications International Corporation (SAIC)

## SUMMARY OF SIGNIFICANT CHANGES

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| CY7-006 <br> Amendment \#1 | Orange County Information <br> Technology (Countywide) | Provides operations and maintenance support <br> Services. |
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| 4. ARK | 4. | Staff augmentation | does not |
| 5. E911 | 5. | OCid, ATSII and staff augmentation | provide this |
| 6. SR2K | 6. | AIX Staffing | information to |
| 7. AT\&T | 7. | Disaster recovery circuits | the County. |


| 8. Cerith Consulting | 8. <br> 9. Wusiness consulting <br> 9. Winkle Systems | IBM Mainframe System Programming staff <br> support |
| :--- | :--- | :--- |
| 10. BMC |  |  |$\quad$| 10.BMC Control M software support for <br> Mainframe |
| :--- |
| 11. CA Technologies |
| 12. Microsoft |$\quad$| 11. CA software support for Mainframe upgrade |
| :--- |
| 12. Premier agreement for servers and PCs |

## CONTRACT OPERATING EXPENSES

## Type 2 Work Orders

The chart below shows the cumulative total of Work Orders executed to date and the balance left of the $\$ 16$ million "Reserved Dollars".

| Description | Amount |  |
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Amendment Number 19 to the Contract

| Fiscal Year |  | Amendment <br> No. 18 |  | Amendment <br> No. 19 |  | rence: <br> ent 18 vs. <br> ment 19 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Recurring Service Fees |  |  |  |  |  |  |
| FY 13-14 (Feb 2014 - Jun 2014) | \$ | 6,268,431 | \$ | 6,268,431 | \$ | - |
| FY 14-15 | \$ | 15,742,525 | \$ | 15,742,525 | \$ | - |
| FY 15-16 | \$ | 16,669,685 | \$ | 16,669,685 | \$ | - |
| FY 16-17 | \$ | 18,465,787 | \$ | 18,465,787 | \$ | - |
| FY 17-18 | \$ | 18,439,447 | \$ | 18,439,447 | \$ | - |
| FY 18-19 | \$ | 17,399,749 | \$ | 17,399,749 | \$ | - |
| FY 19-20 | \$ | 15,931,316 | \$ | 15,931,316 | \$ | - |
| FY 20-21 | \$ | 15,353,568 | \$ | 15,577,242 | \$ | 223,674 |
| FY 21-22 | \$ | 15,267,168 | \$ | 16,934,304 | \$ | 1,667,136 |
| FY 22-23 | \$ | 15,329,916 | \$ | 16,734,276 | \$ | 1,404,360 |
| FY 22-24 | \$ | 15,539,508 | \$ | 16,808,028 | \$ | 1,268,520 |
| Ten-Year Subtotal | \$ | 170,407,100 | \$ | 174,970,790 | \$ | 4,563,690 |
| Transition Fees | \$ | 3,572,510 | \$ | 3,572,510 | \$ | - |
| Current Total In-Scope Work Orders Thru Year 6 | \$ | 23,361,990 | \$ | 23,361,990 | \$ | - |
| Reserved Dollars for Work Orders Years 7 thru 10 | \$ | 16,000,000 | \$ | 16,000,000 | \$ | - |
| Total Est. 10-Year Cumulative Contract Value | \$ | 213,341,600 | \$ | 217,905,290 | \$ | 4,563,690 |

