



TYPE 2 WORK ORDER #NCY2-001

JOHN WAYNE AIRPORT NETWORK IMPLEMENTATION

TYPE 2 WORK ORDER #NCY2-001

This Type 2 Work Order #NCY2-001 (“**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 Application International Corporation (“**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 #NCY2-001.

1. WORK ORDER NUMBER

NCY2-001

2. EFFECTIVE DATE

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

3. PROJECT NAMEJohn Wayne Airport (“**JWA**”) Network Implementation**4. PROJECT SUMMARY**

JWA has engaged Cisco Systems to create an architecture to transition their traditionally deployed network infrastructure to an [REDACTED] (“[REDACTED]”) architecture (as detailed in section 5). Supplier will implement the Cisco [REDACTED] using [REDACTED] (“[REDACTED]”) and [REDACTED] (“[REDACTED]”).

The total scope of the effort to replace the existing JWA production network was divided into two major work orders. A) Phase one: JWA Discovery Implementation Planning and B) Phase two: JWA [REDACTED] (“[REDACTED]”)-[REDACTED] and core implementation as well as migrating the Internet to the [REDACTED] (“[REDACTED]”).

Phase one Services were executed on May 13, 2020 to discover network components/architecture details to develop an Implementation Plan, validate the infrastructure readiness and identify deficiencies to provide enough time to remediate. JWA is responsible for the remediation of deficiencies identified and accepted in the Phase one work order deliverables “JWA Infrastructure Assessment”.

Phase two Services includes the configuration and Implementation of the new [REDACTED] Network in [REDACTED] [REDACTED] and the phased migration of the users and services to this new Network. During the migration some existing subnets at JWA will be moved to the fabric and others will be changed during the migration. This will reduce the timeline of the migration. Long term goals are for a future refresh plan to [REDACTED]

[REDACTED] reducing Implementation timelines and reducing the errors that accompany [REDACTED]

[REDACTED]. The JWA fabric will be deployed as [REDACTED]

[REDACTED]. By doing [REDACTED] and [REDACTED], this will allow for a smooth transition to a [REDACTED] after the monitoring period.

After completing the Implementation at the [REDACTED] Supplier will integrate the core services of the new Network with the existing legacy network and begin the migration of the various user groups to the new Network. First, [REDACTED] the existing network (layer 2), then the [REDACTED]

and [REDACTED]

. Next the [REDACTED]

. The final [REDACTED].

As part of this Work Order, JWA will be an integral part of the project team. JWA management will be consulted on timeline and delivery activities. JWA management will be part of the Project Status and Reporting process and will be briefed as needed to ensure JWA is kept abreast of project accomplishments.

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

The new JWA [REDACTED] implemented by Supplier will help ensure policy consistency, enabling faster launches of new business services and significantly improving issue resolution times while being open and extensible and reducing operational expenses. Benefits and features of this intuitive technology include the following:

- End-to-End Segmentation – Secure users, devices, and applications with identity-based policy, no matter where they are located across the branch, campus, WAN, or cloud.
- Network Automation – Accelerated efficiencies through:
 - Increased speed in provisioning new infrastructure pieces (switches, access points, etc.)
 - Simplifies moves, adds, changes, and decommissions
 - Automated policy configuration and changes
- [REDACTED] – [REDACTED].
- Ease of Network Operations – Network architects and administrators now have the tools to orchestrate key business functions, such as user mobility, secure segmentation, user onboarding, Internet of Things (“IoT”) integration, guest access, context- based troubleshooting and data center and cloud integration.
 - Builds unification of wired and wireless networks
 - Increases network agility in order to support virtualized applications

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:

NRI resources are those designated to execute NRI scope of activities related to the buildout of a new Network. BAU resources are not being charged as part of this Work Order, and will be used, where required (architecture, network oversight/management, Integrated Services), to support this Work Order.

7.1. Targeted Resource Order

- Targeted Resource Order Services

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
N/A				

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

County Sponsor	KC Roestenberg, OCIT, Assistant Chief Information Officer, 714-567-5075
Service Request Number	INC00242486
County Budget Info	AR03A

9. SUPPLIER ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager, Deputy	Greg Mitchell	Gregory.C.Mitchell@saic.com	BAU - Program Management
PMO Manager	Ben Page	Benjamin.C.Page@saic.ocgov.com	BAU – PMO
Network Manager	Eric Whitten	Eric.Whitten@saic.ocgov.com	BAU - Network Manager
Field Services Manager	Mark Whitley	Mark.C.Whitley@saic.com	BAU - Field Services
Project Manager	Brad Wakeman	Brad.Wakeman@saic.ocgov.com	NRI - Project Management
Network Engineer, Principal	Donald Lowe	Donald.Lowe@saic.ocgov.com	NRI - Network design
Technical Architect	Harish Sharma	Harish.Sharma@saic.com	BAU - Solution Oversight

Resource Title	Name	Contact Information	Responsibilities
Network Engineer, Senior	Edna Lopez	Edna.Lopez@saic.ocgov.com	NRI - Network Design
Network Engineer	Mahesh Atla	Mahesh.Atla@saic.ocgov.com	NRI - Network Engineering
Senior Security Engineer	Greg Powell	Greg.Powell@saic.ocgov.com	NRI – Security Services
Security Engineer, Principal	Albert Sze	Albert.Sze@saic.ocgov.com	NRI - Network Design
Site Support Technician	Sergio Silva	Sergio.Silva@saic.ocgov.com	NRI - Field Services
Site Support Technician	Paul Iorga	Paul.Iorga@saic.ocgov.com	NRI - Field Services
Site Support Technician	Gustavo Jiminezmonroy	Gustavo.Jiminezmonroy@saic.ocgov.com	NRI - Field Services
Site Support Technician	Jose Barajas	Jose.Barajas@saic.ocgov.com	NRI - Field Services
Site Support Technician	Jong Hong	Jong.Hong@saic.ocgov.com	NRI - Field Services

10. PROJECT SCHEDULE

Subject to the mutual agreement of County and Supplier and notwithstanding Section 21 herein, other than the End Dates for the Milestone numbers 1 and 2 listed below, all below Start and End Dates may be changed without a formal written amendment to this Work Order.

No.	Task	Start Date	End Date	Note
1.	Work Order Approval – County		NLT 10/20/2020	County
2.	Kickoff Meeting		10/23/2020	
3.	Delivery of hardware and Software specified for the core		12/1/2020	County
4.	Phase 1 – [REDACTED] Implementation			
5.	Task 1.1 – Build Out at [REDACTED]	12/2/2020	1/6/2021	
6.	Task 1.2 – [REDACTED]	10/23/2020	2/2/2021	
7.	Task 1.3 – Complete Operational Readiness to Support Core Services	1/15/2021	2/2/2021	
8.	Cisco Validation	2/2/2021	2/2/2021	Cisco/County
9.	Milestone 1 – [REDACTED]		2/2/2021	
10.	Phase 2 – [REDACTED]			
11.	Delivery of Hardware for Administration [REDACTED]		1/28/2021	County
12.	Task 2.1 – [REDACTED]	1/28/2021	2/8/2021	

No.	Task	Start Date	End Date	Note
13.	Task 2.2 – [REDACTED]	2/5/2021	2/23/2021	
14.	Task 2.3 – [REDACTED]	2/15/2021	3/01/2021	
15.	Task 2.4 – Complete Operational Readiness for Admin Services	2/15/2021	3/01/2021	
16.	Milestone 2 – Administrative Services		3/01/2021	
17.	Delivery of Hardware for Parking [REDACTED]		3/1/2021	County
18.	Task 2.5 – [REDACTED]	3/1/2021	3/8/2021	
19.	Task 2.6 – [REDACTED] Network [REDACTED]	3/9/2021	3/31/2021	
20.	Task 2.7 – Complete Operational Readiness for [REDACTED] Services	3/10/2021	3/31/2021	
21.	Milestone 3 – Parking [REDACTED]		3/31/2021	
22.	Delivery of hardware for terminal [REDACTED]		4/1/2021	
23.	Task 2.8 – [REDACTED]	4/1/2021	4/14/2021	
24.	Task 2.9 – [REDACTED] Network [REDACTED]	4/13/2021	5/5/2021	
25.	Task 2.10 – Complete Operational Readiness for [REDACTED] Services	4/25/2021	5/5/2021	
26.	Milestone 4 – Terminal [REDACTED]		5/5/2021	
27.	Task 2.11 – [REDACTED]	5/6/2021	5/24/2021	
28.	Task 2.12 – Final Services [REDACTED]	5/20/2021	6/10/2021	
29.	Task 2.13 – Complete Operational Readiness for Final Services	5/24/2021	6/10/2021	
30.	Milestone 5 – User Acceptance Testing (“UAT”) Final Signoff		6/15/2021	

11. PRICING SUMS

Pricing Sums	
Maximum Project Charges	\$880,000
Key Milestone Charges	\$572,000
Deliverables At-Risk Amount	\$132,000

12. SERVICES

Supplier will implement the Cisco [REDACTED] services, user migration to the new Network, Internet migration to [REDACTED], and server migration to the new core. [REDACTED] (“[REDACTED]”) will be implemented to perform end user authentication and authorization.

Scope includes:

- ◆ Transformation of fifty-eight (58) intermediate distribution frames (“IDFs”), [REDACTED] ([REDACTED]) switches and [REDACTED] End Points
- ◆ New Core Network at JWA
 - [REDACTED] ([REDACTED]) Routers
 - [REDACTED] ([REDACTED]) Switches
 - [REDACTED] ([REDACTED]) Firewalls
 - [REDACTED] ([REDACTED]) nodes
 - [REDACTED] ([REDACTED]) Nodes
- ◆ [REDACTED]
 - Administration
 - [REDACTED]
 - [REDACTED]
 - Servers
 - [REDACTED]
- ◆ Consolidate and Integrate
 - Backup network storage area network [REDACTED] server, etc.
 - Implement [REDACTED] for identity management
 - Virtual Private Network (“VPN”) and Internet Firewall
 - Payment Card Industry (“PCI”) Data Security Standards and Administration Firewalls into [REDACTED] of Firewalls
 - Airlines back office networks ([REDACTED] ([REDACTED]) airlines)
 - [REDACTED]
 - [REDACTED]
 - Baggage handling system, building automation system, e911 helpline
 - Supplier’s Security Operations Center (“SOC”) monitoring Services
- ◆ Adding Equipment into the Configuration Management Database (“CMDB”) as JWA owned

Supplier will engage Cisco to validate the core Network at JWA once it has been deployed. Supplier will review the configuration of the new Network Services and confirm it has been implemented in line with the Cisco design proposal.

12.1. Tasks

Task 0 Program Management Program and project manage all phases of this Work Order	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	Senior Project Manager	1 FTE	Oct 2020 – Jun 2021
	Project Manage the build out and migration of a new Network at John Wayne Airport		
	Subtask 0.1 Manage Develop, Manage, and Maintain the detailed project plan and schedule on a daily basis.		
	Subtask 0.2 Reviews Facilitate internal and County reviews at key points throughout the project, as identified in the detailed project plan.		
	Subtask 0.3 Reports Provide regular weekly status updates as to the progress of the project. Bi-weekly status on the SAIC Project ORT will also be provided.		
	Subtask 0.4 Status Meetings Host regular status meetings throughout the course of the project, including but not limited to delivery of progress on the daily SAIC DSR, and reporting in at the bi-weekly Project ORT, as stated in 0.3.		
Subtask 0.5 Project Closeout Upon successful completion of all activities, provide a final report and perform Work Order closeout procedures.			
Phase 1 – [REDACTED] IMPLEMENTATION			
Task 1.1 Build Out at [REDACTED] Implementing [REDACTED] capability for JWA	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	Principle Network Engineer, Senior Network Engineer, Network Engineer, Site Support Technician	4 FTE	Dec 2020 - Jan 2021
	Implement data Services		
	Subtask 1.1.1 [REDACTED] Install and connect all data Equipment to the Network		
	Subtask 1.1.2 [REDACTED] Configure Installed devices and site-specific parameters		
	Subtask 1.1.3 [REDACTED] Devices Test and tune infrastructure based on provided County metrics		
	Subtask 1.1.4 [REDACTED] Routers Install connection to [REDACTED] and conduct UAT for readiness.		
Subtask 1.1.5 [REDACTED] Firewalls Build out [REDACTED] firewall			
Task 1.2 [REDACTED] and [REDACTED] to [REDACTED]	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	Principle Network Engineer, Senior Network Engineer, Site Support Technician	3 FTE	Dec 2020 – Jan 2021

	<p>Coordinate and facilitate the [REDACTED] of the core Network and Network Services. [REDACTED] this new Network with the [REDACTED] and Migrate [REDACTED] and [REDACTED] into the new Network. Migrate the Airlines Back Office network onto a new [REDACTED] infrastructure.</p>		
	<p>Subtask 1.2.1 Core Devices Rack and stack core devices at JWA</p>		
	<p>Subtask 1.2.2 Layer 1 and Layer 2 core Network verification</p>		
	<p>Subtask 1.2.3 [REDACTED] Fabric Build out [REDACTED], [REDACTED] nodes, [REDACTED] nodes and control plane</p>		
	<p>Subtask 1.2.4 Firewall Build out firewall and integrate into the Network</p>		
	<p>Subtask 1.2.5 [REDACTED] Integration Integrate [REDACTED] to existing network (layer 2 and layer 3 integration)</p>		
	<p>Subtask 1.2.6 Acceptance Testing Core Network and [REDACTED] acceptance test procedure</p>		
	<p>Subtask 1.2.7 [REDACTED] Voice Integrate [REDACTED] Voice Network</p>		
	<p>Subtask 1.2.8 [REDACTED] WLAN Integrate [REDACTED] WLAN</p>		
	<p>Subtask 1.2.9 SOC Monitoring Implement SOC monitoring and control</p>		
	<p>Subtask 1.2.10 Acceptance Testing Voice and WLAN acceptance testing</p>		
	<p>Subtask 1.2.11 Cisco Review Cisco to confirm that the core Network is built as Cisco designed.</p>		
	<p>Deliverable 1.2 Core Installation and integration to legacy network</p>		
<p>Task 1.3 Complete Operational Readiness to Support Core Services</p>	<p>Principle Network Engineer, Senior Network Engineer, Project Manager</p>	<p>3 FTE</p>	<p>Jan 2021</p>
	<p>Ensure all transfer to production activities have been completed.</p>		
	<p>Subtask 1.3.1 Complete Transfer to Production process Ensure all tasks are complete in the Transfer to Production Process.</p>		
<p>Phase 2 – Services [REDACTED]</p>			
<p>Task 2.1 Airline Back Office [REDACTED]</p>	<p>Principle Network Engineer, Senior Network Engineer, Network Engineer, Site Support Technician</p>	<p>4 FTE</p>	<p>Jan - Feb 2021</p>
	<p>[REDACTED] of Administration [REDACTED] into the new Network fabric. [REDACTED] migrations are being performed to support the maintenance of the existing IP subnets per request from JWA and OCIT.</p>		
	<p>Subtask 2.1.1 Airline Back Office (“B/O”) Planning and preparation for Airline back office [REDACTED]</p>		
	<p>Subtask 2.2.1 Airline B/O [REDACTED] [REDACTED] the Airline back office to the Network and test.</p>		

Task 2.2 Administration [REDACTED]	Principle Network Engineer, Senior Network Engineer, Site Support Technician	2 FTE	Feb 2021
	[REDACTED] of Administration [REDACTED] into the new Network fabric. [REDACTED] are being performed to support the maintenance of the existing IP subnets per request from JWA and OCIT.		
	Subtask 2.2.1 Planning and Preparation Administration [REDACTED] planning		
	Subtask 2.2.2 Administration [REDACTED] Administration [REDACTED]		
Task 2.3 Administration Network [REDACTED]	Principle Network Engineer, Senior Network Engineer, Network Engineer, Site Support Technician	4 FTE	Feb 2021
	[REDACTED] users and endpoints to new [REDACTED] switches.		
	Subtask 2.3.1 Build Rack and stack [REDACTED] switches		
	Subtask 2.3.2 Plan Administration planning and preparation		
	Subtask 2.3.3 [REDACTED] [REDACTED] Administration users/networks		
	Subtask 2.3.4 Acceptance Testing Test applications and users access		
	Subtask 2.3.5 Decommission Remove legacy network equipment and return to the location defined by JWA.		
Task 2.4 Complete Operational Readiness to Support Administration Services	Principle Network Engineer, Senior Network Engineer, Project Manager	3 FTE	Feb 2021
	Ensure all transfer to production activities have been completed.		
	Subtask 2.4.1 Complete Transfer to Production process Ensure all tasks are complete in the Transfer to Production Process.		
Task 2.5 [REDACTED]	Principle Network Engineer, Senior Network Engineer	2 FTE	Mar 2021 – Apr 2021
	[REDACTED] of [REDACTED] into the new Network fabric. [REDACTED] are being performed to support the maintenance of the existing IP subnets per request from JWA and OCIT.		
	Subtask 2.5.1 Plan [REDACTED] planning and preparation		
	Subtask 2.5.2 [REDACTED] [REDACTED]		
Task 2.6 [REDACTED]	Principle Network Engineer, Senior Network Engineer, Network Engineer, Site Support Technician	4 FTE	Apr 2021
	[REDACTED] users and endpoints to new [REDACTED] switches.		
	Subtask 2.6.1 Plan Review [REDACTED] plan for the Parking Buildings with JWA and schedule [REDACTED]		

	Subtask 2.6.2 Verify [REDACTED] Parking users/networks		
	Subtask 2.6.3 Network Planning & Design Test applications		
	Subtask 2.6.4 [REDACTED] Parking buildings [REDACTED]		
	Subtask 2.6.5 Decommission Remove legacy equipment and return to the location defined by JWA.		
Task 2.7 Complete Operational Readiness to Support [REDACTED] Services	Principle Network Engineer, Senior Network Engineer, Project Manager	3 FTE	Apr 2021 - May 2021
	Ensure all transfer to production activities have been completed.		
	Subtask 2.7.1 Complete Transfer to Production process Ensure all tasks are complete in the Transfer to Production Process.		
Task 2.8 [REDACTED]	Principle Network Engineer, Senior Network Engineer, Network Engineer	3 FTE	Apr 2021 - May 2021
	[REDACTED] of [REDACTED] into the new Network fabric. [REDACTED] are being performed to support the maintenance of the existing IP subnets per request from JWA and OCIT.		
	Subtask 2.8.1 Plan [REDACTED] planning and preparation		
	Subtask 2.8.2 [REDACTED] [REDACTED] SVI [REDACTED]		
Task 2.9 [REDACTED] Network	Principle Network Engineer, Senior Network Engineer, Network Engineer, Site Support Technician	4 FTE	Apr 2021 - May 2021
	Migrate [REDACTED] users and endpoints to new [REDACTED] switches.		
	Subtask 2.9.1 Plan Review [REDACTED] plan for the terminal buildings with JWA and schedule migration window		
	Subtask 2.9.2 Verify [REDACTED] terminal users/networks		
	Subtask 2.9.3 Network Planning & Design Test applications		
	Subtask 2.9.4 [REDACTED] Terminal buildings [REDACTED]		
	Subtask 2.9.5 Decommission Remove legacy equipment and return to the location defined by JWA.		
Task 2.10 Complete Operational Readiness to Support [REDACTED] Services	Principle Network Engineer, Senior Network Engineer, Project Manager	3 FTE	May - Jun 2021
	Ensure all transfer to production activities have been completed.		
	Subtask 2.10.1 Complete Transfer to Production process Ensure all tasks are complete in the Transfer to Production Process.		
Task 2.11 Server [REDACTED]	Principle Network Engineer, Senior Network Engineer	2 FTE	May 2021 – Jun 2021
	Subtask 2.11.1 Plan Server planning and preparation		

	Subtask 2.11.2 [REDACTED] [REDACTED] of Server [REDACTED] into the new Network fabric. [REDACTED] are being performed to support the maintenance of the existing IP subnets per request from JWA and OCIT.		
Task 2.12 Final Services [REDACTED]	Principle Network Engineer, Senior Network Engineer, Network Engineer, Site Support Technician	4 FTE	May – Jun 2021
	Migrate remaining server segments and services to new [REDACTED] switches.		
	Subtask 2.12.1 Internet Firewall [REDACTED] the Internet firewall and routing services		
	Subtask 2.12.2 VPN and PCI Firewalls Integrate the VPN and PCI firewalls		
	Subtask 2.12.3 Intrusion Prevention Systems (“IPS”)/ Intrusion Detection Systems (“IDS”) Integrate the IPS and IDS systems to the new firewalls.		
	Subtask 2.12.4 Servers and Other devices Integrate remaining servers and other devices.		
	Subtask 2.12.5 Decommission Decommission network core and return to warehouse		
	Deliverable 2.12 User Acceptance Testing Acceptance testing final signoff		
Task 2.13 Complete Operational Readiness to Support Final Services	Principle Network Engineer, Senior Network Engineer, Project Manager	3 FTE	Jun 2021
	Ensure all transfer to production activities have been completed.		
	Subtask 2.13.1 Complete Transfer to Production process Ensure all tasks are complete in the Transfer to Production Process.		

12.2. Service Level Requirements

N/A

12.3. Training

SAIC will provide on the job cross training to JWA Information Technology staff about the new Network S [REDACTED] operational norms and features to set expectations and enable business capabilities.

12.4. Assets

N/A

12.4.1. Software

N/A

12.4.2. Network Components

N/A

12.4.3. Equipment and Other Assets

N/A

12.4.4. Sunset Activities

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

12.5. Risks and Risk Mitigation

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	Work Order not approved by date listed in Section 10	None	15%	Delays overall project	Low
2.	Equipment not available by date listed in Section 10	None	30%	Delays overall project	Low
3.	Change Control Window Restrictions - JWA limits the Change Control Windows [REDACTED] per Change Control Window	None	20%	Delays overall project	High
4.	JWA Airlines Partners and Vendor Participation	None	50%	Delays overall project	High

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.

Additionally, JWA End Users, Information Technology, airlines and vendors will need to conduct network connectivity and network performance acceptance tests mutually agreed to by Supplier and County. It is agreed that the network connectivity and performance at JWA shall be at least the same or better as the network connectivity and performance at the location each agency/department is moving from.

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

County will complete final acceptance and sign-off once all acceptance criteria has been met, and acceptance testing validation has been completed. County will then review project status and sign for final project acceptance.

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))
- Project kickoff event summary Report (Exhibit A.1 (Integrated Requirements FSA) – Table 4 (Project Planning and Project Initiation Responsibilities))
- Project close-out cost and key learning Report (Exhibit A.1 (Integrated Requirements FSA) – Table 6 (Project Close Responsibilities))
- As needed written Reports as may be reasonably requested by County to monitor the status of the Services under this Work Order (Exhibit A.1 (Integrated Requirements FSA) – Table 3 (Supplier Project Manager Responsibilities))

15. ADDITIONAL REQUIREMENTS

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:

- (A) County, JWA and Supplier acknowledge that the frequency and duration of planned Change Requests and associated network outage windows has a direct impact (+/-) on the Tasks, Subtasks and Milestones End Dates in Section 10 – Project Schedule.
- (B) Supplier requests the following partnership:
 - Paul Nguyen or authorized designee be dedicated (20-30 hours per week) to coordinate and provide key deliverables as the JWA business liaison to the airlines and all JWA vendors (Laz Parking, [REDACTED] etc.). Supplier will rely on Paul Nguyen for execution and coordination of all deliverables outside Supplier's control.
 - All remediation items identified in Phase I Discovery Work Order are resolved at least fifteen (15) calendar days prior to SAIC needing to perform work at a specific location.
- (C) This Work Order is approved no later than the date stated in Section 10 (Project Schedule) of this Work Order.
- (D) County/OCIT shall procure needed circuits from [REDACTED], [REDACTED] or [REDACTED], and/or each of their affiliates. Circuits will be installed, tested and signed off by County no later than the date identified in Section 10 (Project Schedule) of this Work Order.
- (E) Required hardware and Software will be delivered to the Supplier at the [REDACTED] no later than what is stated in Section 10 (Project Schedule) of this Work Order.
- (F) All recommendations from the JWA Cabling and IDF remediation as part of Work Order #NCY1-023 are implemented.
- (G) JWA IDFs will be cabled, secured, air conditioned, and powered, allowing Supplier controlled access to hardware installation no later than the start date stated in Section 10 (Project Schedule) of this Work Order.
- (H) Port/Endpoint information must be validated by JWA for switch configurations and patch cabling at the IDF.
- (I) Extended change windows are required to meet the compressed delivery timeline
 - (i) Supplier will need the ability to do large maintenance activities over [REDACTED].
- (J) Multiple change windows per week should be made available, especially for the locations requiring [REDACTED].

- (K) JWA must coordinate with third party vendors to integrate their services onto the new network
- (i) [REDACTED] for the voice services transformation
 - (ii) [REDACTED] for migration of wireless services
 - (iii) [REDACTED] for migration of terminal endpoints and servers
 - (iv) [REDACTED] for migration of parking endpoints and servers
 - (v) Application and service owners for migration of internet to [REDACTED]
 - (vi) Coordinate with vendors to change conflicting IP subnets
 - (vii) Consolidates servers infrastructures
 - (viii) Make sure all [REDACTED] capable endpoints have certificate deployed and supplicant enabled
- (L) This Work Order does not include the re-design of the following systems:
- (i) Video Management System (“**VMS**”)
 - (ii) Building Automation System (“**BAS**”)
- (M) JWA must ensure the supplicant and certificate, if needed and at the County’s sole discretion, is enabled on end points.
- (N) Cisco must deliver an ISE implementation document.
- (O) Supplier will return equipment to a location specified by JWA who will be responsible for properly surplus equipment as necessary.
- (P) Supplier shall install [REDACTED] or smaller uninterruptible power supply devices (“**UPSs**”). UPS vendor will install larger UPSs and any UPSs that must be installed by the UPS vendor to maintain the warranty.
- (Q) The on-going Managed Services production support Services needs to be finalized prior to the Implementation of the Network Equipment at JWA Core; January 6, 2021 as outlined in Task 1.1 - Build Out at [REDACTED] in Section 10 (Project Schedule) above.

16. DELIVERABLES

Deliverables					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1.	██████████ and ██████████ to legacy network	Y	2/2/21	Executed Core Network test plan	40%
2.	Administration Services ██████████	Y	3/1/21	Executed Administration test plan	10%
3.	Parking ██████████	Y	3/31/21	Executed Parking test plan	10%
4.	Terminals ██████████	Y	5/5/21	Executed terminals test plan	10%
5.	UAT Final Signoff	Y	6/15/21	Completed UAT documentation	30%

* 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.	Milestone 1 - [REDACTED] and [REDACTED] to legacy network	Y	2/2/2021	1	40%	\$352,000.00	\$123,200.00	4	\$57,200.00
2.	Milestone 2 – Administration Services [REDACTED]	Y	3/1/2021	2	10%	\$88,000.00	\$30,800.00	3	\$19,066.67
3.	Milestone 3 – Parking [REDACTED]	Y	3/31/2021	3	10%	\$88,000.00	\$30,800.00	2	\$28,600.00
4.	Milestone 4 – Terminal [REDACTED]	Y	5/05/2021	4	10%	\$88,000.00	\$30,800.00	3	\$19,066.67
5.	Milestone 5 – UAT Final Signoff	Y	6/15/2021	5	30%	\$264,000.00	\$92,400.00	2	\$85,800.00

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

18. KEY MILESTONES PAYMENTS TABLE

Month No.	Month	Milestone #1 Milestone 1 - █████ and █████ to legacy network	Milestone #2 Milestone 2 – Administration Services █████	Milestone #3 Milestone 3 – Parking █████	Milestone #4 Milestone 4 – Terminal █████	Milestone #5 Milestone 5 – UAT Final Signoff	Total (Monthly Key Milestone Payments)*
Milestone Allocation		40.0%	10.0%	10.0%	10.0%	30.0%	100%
Total Milestone Payments		\$352,000	\$88,000	\$88,000	\$88,000	\$264,000	\$880,000
Milestone Duration (Months)		4	3	2	3	2	
Milestone Monthly Payment		\$57,200	\$19,067	\$28,600	\$19,067	\$85,800	
Milestone Holdback Amount		\$123,200	\$30,800	\$30,800	\$30,800	\$92,400	
Key Deliverables		See Section 16	See Section 16	See Section 16	See Section 16	See Section 16	Actuals Billed (aside from Holdback Amount)
1	Nov-20	\$57,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,200.00
2	Dec-20	\$57,200.00	\$19,066.67	\$0.00	\$0.00	\$0.00	\$76,266.67
3	Jan-21	\$57,200.00	\$19,066.67	\$0.00	\$0.00	\$0.00	\$76,266.67
4	Feb-21	\$57,200.00	\$19,066.67	\$28,600.00	\$0.00	\$0.00	\$104,866.67
5	Mar-21	\$123,200.00	\$30,800.00	\$28,600.00	\$19,066.67	\$0.00	\$47,666.67
6	Apr-21	\$0.00	\$0.00	\$30,800.00	\$19,066.67	\$0.00	\$19,066.67
7	May-21	\$0.00	\$0.00	\$0.00	\$19,066.67	\$85,800.00	\$104,866.67
8	Jun-21	\$0.00	\$0.00	\$0.00	\$30,800.00	\$85,800.00	\$85,800.00
9	Jul-21	\$0.00	\$0.00	\$0.00	\$0.00	\$92,400.00	\$0.00
Key Milestone Holdback Amount		Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	\$308,000.00
Milestone Totals		\$352,000.00	\$88,000.00	\$88,000.00	\$88,000.00	\$264,000.00	\$880,000.00

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 **\$880,000** (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.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	Milestone 1 - [REDACTED] and [REDACTED] to legacy network	N/A	2,689	40.0%	\$352,000
2.	Milestone 2 – Administration Services [REDACTED]	N/A	672	10.0%	\$88,000
3.	Milestone 3 – Parking [REDACTED]	N/A	672	10.0%	\$88,000
4.	Milestone 4 – Terminal [REDACTED]	N/A	672	10.0%	\$88,000
5.	Milestone 5 – UAT Final Signoff	N/A	2,017	30.0%	\$264,000
Est. Total Labor			6,723		
Fixed Fee Charges				100%	\$880,000.00

[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.	N/A				
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 \$_____. 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
1.	N/A						
Milestone Totals							
Est. Total Labor							
Fixed Fee Charges							

[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.	N/A				

<i>No.</i>	<i>Line Item</i>	<i>Quantity</i>	<i>Pass Through Cost (Each)</i>	<i>Pass Through Cost (Total)</i>	<i>Total Including Mark-Up (7%)</i>
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

The following attachments are for Supplier's information in performing the Services, and are incorporated herein by reference:

- (A) Attachment A: Bill of Materials (Core)



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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 Application International Corporation

County of Orange

Signature: Kelly J. Parson
Authorized Representative

Signature: _____
Authorized Representative

Name: Kelly J. Parson

Name: Joel Golub

Title: Contracts Manager

Title: County Chief Information Officer

Date: 9/28/20

Date: _____

APPROVED AS TO FORM
COUNTY COUNSEL

Patrick Brusio
Patrick Brusio, Deputy County Counsel