



TYPE 2 WORK ORDER #NCY1-002  
SENIOR SECURITY DESIGN ENGINEER FOR  
JOHN WAYNE AIRPORT (JWA)

**TYPE 2 WORK ORDER #NCY1-002**

This Work Order #NCY1-1002 (“**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 Work Order.

**1. WORK ORDER NUMBER**

NCY1-002

**2. EFFECTIVE DATE**

This Work Order is effective upon the date it is fully executed by authorized representatives of both Parties. As evidenced by the signatures below, the Effective Date of this Work Order is \_\_\_\_\_, 2019.

**3. PROJECT NAME**

Senior Security Design Engineer for John Wayne Airport (JWA).

**4. PROJECT SUMMARY**

JWA has requested that specialized Targeted Resource Services be provided by one (1) full-time Senior Security Design Engineer to support the department’s evolving network and security infrastructure and projects for approximately nine (9) months.

**5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED**

The Senior Network & Security Engineer provided by Supplier under this Work Order will provide JWA with additional expert resources required to support its network and security infrastructure and 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.



Resource Title	Name	Contact Information	Responsibilities
N/A			

**10. PROJECT SCHEDULE**

*[Add or attach the project schedule for the Services under this Work Order, including the dates and tasks for Supplier’s delivery of the Deliverables and Milestones set forth below.]*

No.	Task	Start Date	End Date	Duration
1.	N/A			
2.				

**11. PRICING SUMS**

PRICING SUMS	
Maximum Project Charges	\$323,200
Key Milestone Charges	N/A
Deliverables At-Risk Amount	N/A

**12. SERVICES**

Supplier to provide one (1) full-time Senior Security Design Engineer resource who will report and work under the direction of JWA management. Under the direction of the County, the Targeted Resource will be responsible for specialized support of the JWA data and network security infrastructure and related implementation, maintenance, and training tasks. Also, the Targeted Resource will be responsible for ensuring acceptable uptime and performance for all systems; planning performance improvements to the systems and security improvements to prevent security threats; and monitoring a high performance data network, a high performance storage area network (SAN), and firewall appliances. The Senior Security Design Engineer shall, under the County’s direction, perform the following non-exhaustive list of job duties:

- Designing, installing, implementing and documenting the local area network (LAN) and wide area network (WAN) equipment, routers, switches, network appliances, Virtual Private Networks (VPNs), and Firewalls, and the Voice over Internet Protocol (VoIP) telecommunications systems;
- Overseeing network, systems and security for the, Common Use Passenger Processing System (CUPPS), Parking Access and Revenue Control Systems (PARCS), and administration building systems;
- Researching and performing network related hardware and software upgrades;
- Troubleshooting and responding to user complaints and other network related problems/failures;
- Performing critical backup and network system recovery;
- Staying current on all aspects involving network security; and
- Training others on technology, security, network, and other issues related to the Services described herein.

Supplier shall promptly recruit for the Targeted Resource specified under Section 12 of this Work Order, perform all obligations under Agreement Section 2.12.8, and provide candidates for JWA’s selection. The Targeted Resource must meet the County’s required qualifications, including but not limited to, the qualifications stated in this Work Order, Agreement Section 2.12.8, and Agreement Section 12.3 (Conduct of Supplier Personnel).

The Targeted Resource shall not perform Services until the individual has passed all background checks required by the Agreement. Notwithstanding the Effective Date of this Work Order, Supplier shall have the right to Charge for Services performed hereunder only after (1) the County in its sole discretion selects an appropriate candidate proposed by Supplier; (2) the selected Targeted Resource passes all background checks required by the Agreement; and (3) the Targeted Resource begins performing the Services described herein. This Work Order shall expire at 11:59 p.m.270 Calendar Days (30 x 9=270; i.e. approximately nine months) after the first day the Targeted Resource performs Services under this Work Order.

**12.1. 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.]*

<b>Phase 1 ([Title])</b> <i>[Identify the project phase in which the work will be completed, as applicable.]</i>			
<b>Task 1</b>	<b>Personnel Requirements</b>	<b>Time Commitment</b>	<b>Scheduled Beginning and End Dates</b>
N/A			
*Note: Work Order is for a Targeted Resource who will be assigned various tasks and responsibilities by JWA management. The tasks may include, among other things, tasks associated with the Services described in Section 12 above.			

**12.2. Service Level Requirements**

*[Optional: Indicate any additional Service Levels Requirements for the Services.]*

N/A

**12.3. Training**

*[Optional: Describe training to be provided by Supplier.]*

N/A

**12.4. Assets**

*[Optional: List all Software, Network Components, and other Assets to be provided by Supplier under this Work Order and the specifications and other Requirements for such Software, Network Components, and other Assets.]*

N/A

**12.4.1. Software**

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

N/A

**12.4.2. Network Components**

*[List all Network Components to be provided by Supplier under this Work Order, including delivery and installation locations and other Requirements.]*

N/A

**12.4.3. Equipment and Other Assets**

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

N/A

**12.4.4. Sunset Activities**

*[List all Software, Network Components, and other Assets that are being sunset as a result of this Work Order.]*

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

**12.5. Risks and Risk Mitigation**

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

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

*[Optional: List any additional Acceptance Testing for the Services under this Work Order that County shall perform. Note that Section 19 (Installation and Acceptance Tests) of the Agreement specifies the following Acceptance Tests:*

N/A

**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**

*[Describe the project closing and 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))
- 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))
- Other (provide description):

The above Project Reports are not applicable to this Targeted Resource Work Order.

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**15. 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 Supplier to deliver the Services.]*

N/A

**16. DELIVERABLES**

*[Identify and describe the Deliverables to be delivered by Supplier under this Work Order as described in Section 12.1 (Tasks), and specify (i) the Deliverables that are Key Deliverables, (ii) the dates for Supplier’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.	N/A				
2.					

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



**17. MILESTONES**

*[Identify and describe the Milestones to be delivered by Supplier under this Work Order, and specify (i) the Milestones that are Key Milestones, (ii) the dates for Supplier’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.	N/A								
2.									

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

**18. KEY MILESTONES PAYMENTS TABLE**

[Optional: Include a Key Milestones payments table in the format provided under Exhibit P.1.2 (Fixed Transition-In Fee Payments). An example is provided below.]

Month No.	Month	Finalize Project Design	Finalize Project Build, Deploy, and Test	Final Acceptance	Total (Monthly Fixed Fee)
<b>Milestone Allocation</b>		—%	—%	—%	—%
<b>Total Milestone Payments</b>		\$—	\$—	\$—	\$—
<b>Milestone Duration (Months)</b>		—	—	—	
<b>Milestone Monthly Payment</b>		\$—	\$—	\$—	
<b>Milestone Holdback Amount</b>		\$—	\$—	\$—	
<b>Key Deliverables</b>		See Section 17 (Milestones)	See Section 17 (Milestones)	See Section 19.4 (Final Acceptance) of the Agreement	
1.	N/A	\$—			\$—
<b>Key Milestone Approval – Finalize Project Design</b>		\$—			-
2.	N/A		\$—		\$—
<b>Key Milestone Approval – Finalize Project Build, Deploy, and Test</b>			\$—		-
3.	N/A			\$—	\$—
<b>Key Milestone Approval – Final Acceptance</b>				\$—	-

**19. INVOICING**

**19.1. Charges**

Under Option 3, this Time and Materials Work Order, for a single Targeted Resource with the stated labor category herein, is not considered by the State of California to be overtime eligible. The County agrees that SAIC will charge the County the below stated rate for all hours worked by said Targeted Resource.

**[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.	N/A				
2.					
<b>Est. Total Labor</b>					
<b>Fixed Fee Charges</b>					

**[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				
2.					
<b>Est. Total Labor</b>					
<b>Fixed Fee Charges</b>					

**[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. Supplier estimates that the Charges for all Time and Materials to complete the Services under this Work Order are \$323,200. 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.	Security Design Engineer	Senior	Onsite (Customer)	\$202	1600	100%	\$323,200
2.							
<b>Milestone Totals</b>							
<b>Est. Total Labor</b>					1600	100%	\$323,200

**[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				
2.					

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

**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**

*[Identify any expenses that Supplier 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.	N/A	
2.		
<b>Total Pass Through Expenses Charges</b>		

**20. 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 Supplier Personnel, etc.]*

**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: \_\_\_\_\_  
Authorized Representative

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By John Cleveland  
Deputy  
Date: 12/13/18