



TYPE 2 WORK ORDER #NCY1-009

ORANGE COUNTY AUDITOR-CONTROLLER ("A-C") MOVE TO [REDACTED]
[REDACTED]

TYPE 2 WORK ORDER #NCY1-009

This Type 2 Work Order #NCY1-009 (“**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 (“**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 #NCY1-009.

1. WORK ORDER NUMBER

NCY1-009

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 July __, 2019.

3. PROJECT NAME

County of Orange Auditor-Controller (“A-C”) Move to [REDACTED] [REDACTED].

4. PROJECT SUMMARY

A-C is moving from their current location at [REDACTED] (“[REDACTED]” to [REDACTED] [REDACTED] (“[REDACTED]” and will occupy all four (4) floors of said building. Such move will be broken into three (3) phases as further described in Section 12 herein.

Phase 1: To re-configure the existing Orange County Community Resources (“OCCR”) network located at [REDACTED] to accommodate A-C, Supplier shall:

1. Use County’s existing authorized A-C rack design to develop and recommend rack diagram modifications for County’s review and approval;
2. Make network modifications to accommodate A-C’s information technology (“IT”) needs to be provided to Supplier by A-C IT and OCIT upon this Work Order being fully executed;
3. Project manage, install, configure and test A-C’s network and voice equipment to ensure it meets the defined requirements to be provided to Supplier by A-C IT and OCIT upon this Work Order being fully executed;
4. Establish and test the standard enterprise data and voice services as defined by requirements to be provided to Supplier by A-C IT and OCIT upon this Work Order being fully executed;
5. Provide network and voice configuration support to A-C IT for the duration of the Work Order; and
6. Participate in the support of A-C’s facility move of the phone handsets, network connectivity, and re-configuration of critical infrastructure.

Phase 2: To decommission equipment from [REDACTED] (“[REDACTED]” and [REDACTED] Supplier shall:

Collect and remove OCIT authorized network and voice equipment from [REDACTED] and [REDACTED], and then return such equipment to the [REDACTED] (“[REDACTED]” Warehouse to be cleaned and cataloged.

Phase 3: For Phase 3, Supplier shall:

Transport, install and complete a 'like for like' replacement of unsupported equipment located at [REDACTED] with supportable equipment provided by OCIT from the [REDACTED] Warehouse. The equipment is identified in Attachment 1 to this Work Order.

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

Completion of the Services agreed to in this Work Order will allow for A-C to move from their current locations to [REDACTED]

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 0 (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:

BAU Services shall be used for wide area network ("WAN") modifications.

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	Phil Daigneau, Auditor-Controller, Director of Information Technology KC Roestenberg, Assistant CIO, OCIT
Service Request Number	TASK00023480
County Budget Info	BAC: CP02B

9. SUPPLIER ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Lee Patterson	Lee.R.Patterson@saic.com	Program Management
Program Manager, Deputy	Greg Mitchell	Gregory.C.Mitchell@saic.com	BAU – Program Management
Solution Architect	Jack O’Connor	Jack.F.Oconnor@saic.com	BAU - Solution Oversight
PMO Manager	Jon Brockman	Jon.Brockman@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
Voice Project Manager	Larry Stewart	lstewart@burwood.com	NRI – Voice PM
Voice Architect	Dave Patton	dpatton@burwood.com	BAU – Voice Architecture
Voice Engineer	James Davis	jdavis@burwood.com	NRI – Voice Engineering
Voice HW Specialist	Anthony Thapp	athapp@burwood.com	NRI – Voice support
Network Engineer, Principal	Edna Lopez	Edna.Lopez@saic.ocgov.com	NRI - Network design
Network Engineer, Principal	Charles Kim	Charles.Kim@saic.ocgov.com	BAU – Network design
Security Engineer, Principal	Cody Bolon	Cody.Bolon@saic.ocgov.com	BAU – Network design
Site Support Technician	Sergio Silva	Sergio.Silva@saic.ocgov.com	NRI – Field Service
Site Support Technician	Jose Barajas	Jose.Barajas@saic.ocgov.com	NRI – Field Service
Site Support Technician	Paul Diaz	Paul.Diaz@saic.ocgov.com	NRI – Field Service

10. PROJECT SCHEDULE

The A-C's move from [REDACTED] and [REDACTED] to [REDACTED] is scheduled for mid-late September 2019.

Subject to the mutual agreement of County and Supplier and notwithstanding Section 21 herein, other than the End Dates for the Milestone numbers 1, 2 and 3 listed below, all below Start and End Dates may be changed without a formal written amendment to this Work Order.

The below high-level schedule of activities shows Milestones ("Mn", where n is the milestone number), OCIT dependencies, SAIC Project Management ("PM") tasks, SAIC Network Services ("NS"), SAIC Voice Services ("VS"), and SAIC Field Services ("FS") tasks. For clarity, if the dates identified in the duration column marked as 'Dependency' are not met by County, Supplier may not be able to perform the Services herein within the Work Order's schedule and price, and/or the below schedule may need to be modified by the Parties to reflect the impact(s) of County missing such dates.

No.	Task	Start Date	End Date	Duration
1.	OCIT – Work Order Approval	No later than 7/26/19	-	Dependency
2.	SAIC PM – Kickoff Meeting	Start +1 day ("d")	-	1d
Phase 1 – Move AC into [REDACTED] using existing OCCR equipment & cabling				
3.	SAIC NS – Planning and Design	Start +1d	NLT 8/29/19	10d
4.	SAIC VS – Planning and Design	Start +1d	NLT 8/29/19	25d
5.	M1 – Design and Planning Complete	-	8/29/19	Milestone 1
6.	OCIT – [REDACTED] Available to SAIC	-	8/30/19	Dependency
7.	SAIC NS – Installation & Testing	9/3/19	9/17/19	10d
8.	SAIC VS – Installation & Testing	9/3/19	9/21/19	12d
9.	M2 – Implementation Complete	-	9/21/19	Milestone 2
10.	SAIC FS – Move Users	9/19/19	9/23/19	5d
11.	M3 – Move Complete	-	9/23/19	Milestone 3
Phase 2 – Decommission equipment from [REDACTED] and [REDACTED]				
12.	OCIT – [REDACTED] & [REDACTED] hardware available		9/30/19	Dependency
13.	OCIT – Deadline to vacate [REDACTED] & [REDACTED]		10/11/19	Dependency
14.	SAIC NS – Decommission [REDACTED] & [REDACTED] devices and process into inventory – [REDACTED] Warehouse	9/30/19	10/10/19	Fixed per 12 & 13
15.	M4 – Hardware Decommission Complete	-	10/10/19	Milestone 4
Phase 3 – Replace outdated [REDACTED] equipment with County provided inventory				
16.	OCIT – Provide schedule requirements	-	10/1/19	Dependency
17.	SAIC NS – Determine candidate hardware to replace in [REDACTED]		10/10/19	5d
18.	OCIT – Verify list of hardware to replace	-	10/15/19	Dependency
19.	SAIC NS – Determine if hardware needed is in the [REDACTED] inventory		10/30/19	10d
20.	SAIC NS – Configure and Install devices		11/31/19	30d
21.	M5 – Hardware Redeployment Complete	-	11/31/19	Milestone 5

11. PRICING SUMS

PRICING SUMS	
Maximum Project Charges	\$ 115,200
Key Milestone Charges	\$ 74,880
Deliverables At-Risk Amount	\$ 17,280

12. SERVICES

Supplier shall perform all Services to complete the Services generally described in Section 4 above including, but not limited to, the tasks specified in this Section.

Project Management: For the Services provided by Supplier below, Supplier shall:

- Project Manage the network and voice buildout of [REDACTED], and the migration of Audit Controller from [REDACTED] and [REDACTED].
- Develop, manage, and maintain a detailed project plan and schedule on a daily basis.
- Facilitate internal and County reviews at key points throughout the project, as identified in the detailed project plan.
- Provide regular weekly status updates as to the progress of the project. Bi-weekly status on the Project Operations Readiness Team (“ORT”) will also be provided.
- Host regular status meetings throughout the course of the project, including but not limited to delivery of progress on the daily Daily Service Review (“DSR”) meeting, and reporting in at the bi-weekly Project ORT, as stated above.

Phase 1: To move A-C into [REDACTED] using existing OCCR equipment and cabling, Supplier shall:

- Review County authorized site design and work with A-C in reviewing the provided rack diagram modifications as required by A-C.
- Prior to implementation, provide the rack diagram modifications to the County for review and approval.
- Leave the current local area network (“LAN”) and WAN equipment, located in [REDACTED] supporting OCCR, in place after OCCR vacates [REDACTED].
- Re-store the existing network and voice equipment to factory settings with the latest OCIT approved firmware and ISO version.
- Utilize a single cable from the closet to the end user location to provide both voice and data to the phone and computer.
- Configure the network and voice equipment with enterprise data, voice, and A-C IT provided infrastructure and application capabilities.
- Provide network and voice configuration support for one large move from [REDACTED] to [REDACTED]
 - Provide network support at time of relocation to address any network / firewall changes to ensure operational needs.
 - Support move-in activity to [REDACTED] to include relocation and phone handset connectivity.

Phase 2: To decommission equipment from [REDACTED] and [REDACTED] Supplier shall:

- Decommission, collect and remove all OCIT authorized network equipment from [REDACTED] and [REDACTED] once all A-C departments have vacated the buildings.
- Return all the above decommissioned equipment to the [REDACTED] Warehouse for reuse as spare equipment.
- Execute the County’s Warehouse Asset intake process to ensure all equipment is cataloged and re-purposed for future use.

Phase 3: To replace all [REDACTED] network equipment with the network equipment decommissioned in Phase 2 above, Supplier shall:

- Replace existing OCCR LAN equipment at [REDACTED] with equipment removed from [REDACTED] and [REDACTED] in Phase 2, above, as directed by the OCIT provided design. Supplier shall install and configure such replacement equipment.
- Project manage the installation, configuration and testing of the above installed equipment to ensure both voice and data services are provided to A-C.
- Perform all service impacting work outside of normal Business Hours and any calendar freeze periods (i.e., outside the hours of [REDACTED], Pacific Time or payroll processing) or on weekends, due to A-C being operational during Phase 2.

12.1. Tasks

Task 0	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
Program Management Program and project manage all phases of this Work Order	Senior Project Manager	1 FTE (2 @ .5)	6/10/19 – 11/31/19
	Project Manage the network and voice buildout of [REDACTED] and the migration of Audit Controller from [REDACTED] & [REDACTED].		
	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 Operations Review Team (“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 – Move AC to 1770 N Broadway			
Task 1.1	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
Network/Voice Planning and Design Complete design planning	Principal and Senior Network and Voice Engineers	2 FTE	July – August 2019
	Implement the network in [REDACTED]		
	Subtask 1.1.1 Network Planning & Design Network planning and design to move A-C into [REDACTED]		
	Subtask 1.1.2 Voice Planning and Design Voice planning and design to prepare network for voice migration		
	Deliverable 1.1.1 Design and Plan Complete Complete design documented		
Task 1.2	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
Network/Voice Installation and Testing Implementing Data and Voice capability for A-C in [REDACTED]	Network/Voice Architect and Engineer	3 FTE	September 2019
	Implement Data and Voice Services		
	Subtask 1.2.1 Clean out old configurations Erase old configurations and inventory equipment		

	Subtask 1.2.2 Configure Configure the Network and Voice equipment per stated requirements		
	Subtask 1.2.3 Test and Tune Test and tune infrastructure based on provided County metrics		
	Deliverable 1.2.1 Network and Voice Readiness Testing Conduct User Acceptance Test ("UAT") for readiness		
Task 1.3 Move AC Users Move AC Phones from [REDACTED] to [REDACTED]	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	PM, network/voice engineers, and Field Services	4 FTE	September 2019
	Coordinate and facilitate the migrations of A-C into [REDACTED]		
	Subtask 2.1.1 Move User Phones Disconnect user phones in old location, reconnect and test phones in new location		
	Deliverable 2.1.1 Users In 1770 N Broadway A-C users are in [REDACTED] with functioning Network and Voice Services		
Phase 2 – Decommission Equipment from [REDACTED] & 12			
Task 1.1 Network Decommission [REDACTED]	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	Principal and Senior Network Engineers	2 FTE	September – October 2019
	Remove A-C Network Equipment from [REDACTED] & [REDACTED]		
	Subtask 1.1.1 Un-rack and Disconnect Remove all Network equipment		
	Subtask 1.1.2 Return to Warehouse Deliver Network equipment to [REDACTED] Warehouse		
	Subtask 1.1.3 Process into CMDB through Change Request Test and tune Network based on provided County metrics		
	Deliverable 1.1.1 Inventory Report from ServiceNow Report shows the return of [REDACTED] & [REDACTED] equipment to the warehouse inventory; SMS change record		
Phase 3 – Replace outdated 1770 equipment with recovered inventory			
Task 1.1 Network Implementation Replace switches in [REDACTED]	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	Principal and Senior Network Engineers	2 FTE	October – November 2019
	Replace access switches		
	Subtask 1.1.1 Rack and Connect Identify hardware for the switch redeployment		
	Subtask 1.1.2 Configure and Install Configure and install the Network equipment per stated requirements		
	Subtask 1.1.3 Test and Tune Test and tune Network based on provided County metrics		
	Deliverable 1.1.1 User Acceptance Testing UAT for Network readiness		

12.2. Service Level Requirements

N/A

12.3. Training

No additional training is required.

12.4. Assets**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 07/12/2019	Approve design only as separate NRI	15%	Delays overall project	
2.	██████████ not available on 8/31/19	None	30%	Delays overall project	
3.	A-C delayed packing to move on 9/19/2019	None	10%	Delays overall project	
4.	Insufficient Equipment to perform hardware replacement	Buy more switches	10%	Delays replacement of hardware	

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, Audit Controller will need to conduct network connectivity and network performance acceptance tests mutually agreed to by Supplier and County.

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))
- Other (provide description):

N/A

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:

15.1. Project Dependencies – County Provided

- (A) The necessary hardware will be available to Supplier by County as required for Supplier to perform the Services described for Phase 3 in Section 12 above.
- (B) All required access is provided to Supplier to [REDACTED] on 8/31/2019.
- (C) A-C commences the planned move on 9/19/2019 (not before).

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16. DELIVERABLES

Deliverables					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1	Planning and Design	Y	8/30/2019	Design documentation approved	15%
2	Network Implementation	Y	9/13/2019	Basic Connectivity Testing	15%
3	Users Moved	Y	9/23/2019	UAT is successfully completed	20%
4	██████████ & ██████████ Decommissioned	Y	10/10/2019	Delivery of all decommission equipment to County warehouse	25%
5	Switches replaced	Y	11/31/2019	UAT is successfully completed	25%

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

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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.	Planning and Design Complete	Y	8/30/2019	Detailed Design Complete and Validated	15%	\$17,280	\$6,048	1	\$11,232
2.	Implementation and Test Complete	Y	9/13/2019	Network Implemented and Tested	15%	\$17,280	\$6,048	1	\$11,232
3.	Users Move Complete	Y	9/23/2019	User Acceptance	20%	\$23,040	\$8,064	1	\$14,976
4	Equipment Decommission Complete	Y	10/10/2019	██████████ & ██████ inventory returned to ██████	25%	\$28,800	\$10,080	1	\$18,720
5	Hardware Redeployment Complete	Y	11/31/2019	Switches deployed	25%	\$28,800	\$10,080	1	\$18,720

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

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18. KEY MILESTONES PAYMENTS TABLE

Month No.	Month	Milestone #1 Planning and Design Complete	Milestone #2 Implementation Complete	Milestone #3 Users Move Complete	Milestone #4 Equipment Decommission Complete	Milestone #5 Hardware Redeployment Complete	Total (Monthly Key Milestone Payments)*
Milestone Allocation		15.0%	15.0%	20.0%	25.0%	25.0%	100%
Total Milestone Payments		\$17,280	\$17,280	\$23,040	\$28,800	\$28,800	\$115,200
Milestone Duration (Months)		1	1	1	1	1	
Milestone Monthly Payment		\$11,232	\$11,232	\$14,976	\$18,720	\$18,720	
Milestone Holdback Amount		\$6,048	\$6,048	\$8,064	\$10,080	\$10,080	
Key Deliverables		See Section 16	See Section 16	See Section 16	See Section 16	See Section 16	
1	Aug-19	\$11,232					\$11,232
2	Sep-19	\$6,048	\$11,232	\$14,976			\$26,208
3	Oct-19		\$6,048	\$8,064	\$18,720		\$18,720
4	Nov-19				\$10,080	\$18,720	\$18,720
5	Dec-19					\$10,080	
Key Milestone Holdback Amount		Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	\$40,320
Milestone Totals		\$17,280	\$17,280	\$23,040	\$28,800	\$28,800	\$115,200

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 \$115,200 (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	Planning and Design Complete	N/A	114	15.0%	\$ 17,280.00
2	Implementation Complete	N/A	114	15.0%	\$ 17,280.00
3	Users Move Complete	N/A	152	20.0%	\$ 23,040.00
4	Equipment Decommission Complete	N/A	191	25.0%	\$ 28,800.00
5	Hardware Redeployment Complete	N/A	191	25.0%	\$ 28,800.00
Est. Total Labor			762		
Fixed Fee Charges				100%	\$ 115,200.00

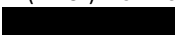
[Option 2 – Not to Exceed]

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
Milestone 1 – Finalize Project Design							
1.	N/A						
					Est. Total Labor		
					Fixed Fee 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

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

20. ATTACHMENTS

The following Attachment(s), which are incorporated herein by reference, were created by County for reference and use by Supplier in the performance of the Services agreed to in this Work Order.

- Attachment 1 – A-C Move to [REDACTED] – High-Level Diagram

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

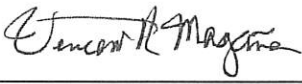
Pursuant to Section 25.6 (Termination for Convenience) of the Agreement, County may terminate this Work Order for convenience upon providing Supplier with three (3) Business Days prior written notice. Upon any such termination of this Work Order, County's sole liability shall be the payment of any undisputed 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

County of Orange

Signature: 

Signature: _____

Authorized Representative

Authorized Representative

Name: Vincent R. Magaña

Name: Joel Golub

Title: Contracts, Senior Principal

Title: County Chief Information Officer

Date: June 18, 2019

Date: _____

APPROVED AS TO FORM
COUNTY COUNSEL

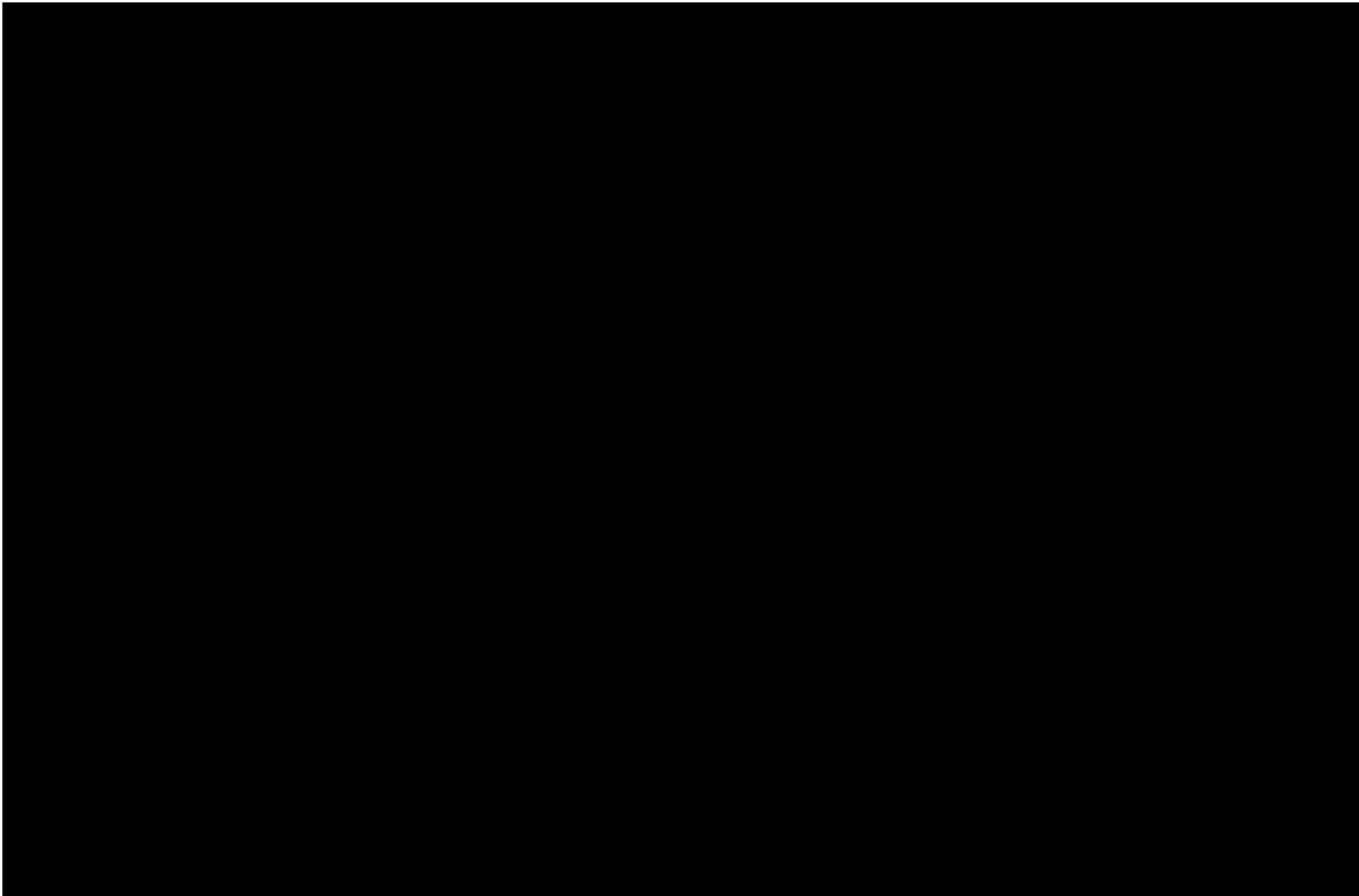


Patrick Brusio, Deputy County Counsel

Attachment 1
To Work Order #NCY1-009

County of Orange A-C Move to 

██████ – Auditor Controller - WAN Diagram



[REDACTED] – Auditor Controller - WAN Diagram

