

**AMENDMENT NUMBER 1
TO
MANAGED SERVICES NETWORK,
VOICE, AND SECURITY AGREEMENT
BY AND BETWEEN COUNTY OF
ORANGE
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

This Amendment Number 1 to the Managed Services Network, Voice and Security Agreement by and between County of Orange and Science Applications International Corporation ("Amendment 1") 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, ("Supplier"). All capitalized undefined terms in this Amendment 1 will be as defined in the Agreement.

RECITALS

WHEREAS, the Managed Services Network, Voice and Security Agreement was entered into by and between County of Orange and Science Applications International Corporation (the "Agreement"); and

WHEREAS, County and Supplier entered into the Agreement effective October 17, 2018 ("Reference Date"); and

WHEREAS, the Parties desire to enter into this Amendment 1 for the purposes of (1) modifying Section 20.9.1 (Requirement) to remove the non-applicable requirement that the surety bond be an unconditional and irrevocable letter of credit; (2) modifying Section 21.1 (General) of the Agreement to reflect the Parties' agreement that, within fifteen (15) Calendar Days after the last day of each calendar month, Supplier shall Invoice County for all Charges for the Services provided in the immediately preceding calendar month; (3) as to Type 1 Work Orders, to delete all references throughout the Agreement to the \$100,000 preliminary value and/or maximum Charges applicable to Type 1 Work Orders and replace such references with language stating that the preliminary value to County for such services shall be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors Approval, and that amendments to a Type 1 Work Order that cause the cumulative value of the Work Order to be in excess of the amount listed in the then current County Contract Policy Manual §3.3-102(a)(1) as requiring Board of Supervisors approval must be approved by the Board, and depending on the nature of the change may be changed to a Type 2 Work Order; (4) as to Type 2 Work Orders, to delete all references throughout the Agreement to the \$100,000 preliminary value and/or Charges applicable to Type 2 Work Orders and replace such references with language stating that the preliminary value to County for such services shall be equal to or greater than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval; (5) modify Exhibit T.2 (Transition-In Milestones and Deliverables) to reflect updated Completion Dates; (6) modify Exhibit H.1 (Service Levels Requirements Table) to reflect changes to certain Ramp-Up Periods arising from updates to Completion Dates in Exhibit T.2; and (7) modify Exhibit K (Key Personnel) to update the agreed to Program Manager, SOC Program Manager, and Voice Services/Service Delivery Manager.

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. The language of Section 20.9.1 (Requirement) of the Agreement is deleted in its entirety and replaced with the following language:

Within ten (10) Calendar Days after the Reference Date, Supplier shall furnish to County an unconditional surety bond in the amount of not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000) to guaranty Supplier's faithful performance under this Agreement. Such surety bond shall be on a form Approved by the CIO (or his or her designee) and shall be duly executed by a responsible corporate surety authorized to issue such bonds in the State of California and Approved by the County's CIO (or his or her designee), and secured through an authorized agent with an office in the County of Orange and registered therewith. Such bond may be issued on an annually renewable bond form to be provided by County but may be amended by Supplier's Surety Bond Broker to reflect annually renewable wording. Supplier shall pay all bond premiums, costs, and incidental charges associated with acquisition of such surety bond. The surety bond required by this Section 20.9.1 (Requirement) shall be valid, and maintained in force and effect, from the Reference Date through the entire Term of this Agreement, renewed on an annually renewable basis, including any extensions or renewals of such Term and any periods during which Supplier is required to provide Termination Assistance Services hereunder. Such bond shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Notwithstanding the foregoing, prior to the expiration of the then-current surety bond, Supplier will be obligated to obtain a replacement bond as set forth by this Section 20.9.1 (Requirement) or provide a surety bond continuation certificate referencing renewal of such bond. The bond shall be returned to Supplier once the Term of this Agreement has expired or been terminated and Supplier has successfully completed all of its obligations to perform Termination Assistance Services hereunder, as determined by County. Supplier shall use County's bond form but shall be permitted to amend it to reflect annually renewable language. Failure by Supplier to procure or maintain the required performance bond shall constitute a material breach of this Agreement upon which this Agreement may be terminated pursuant to Section 25.2 (Termination for Cause by County).

2. The language of Section 21.1 (General) of the Agreement is deleted in its entirety and replaced with the following language:

Within fifteen (15) Calendar Days after the last day of each calendar month, Supplier shall Invoice County for all Charges for the Services provided in the immediately preceding calendar month. Supplier shall not Invoice County, and County shall not be obligated to pay, any Charges or other Invoiced amounts (including Pass Through Expenses and any charges relating to

Supplier's Subcontractors) that are not properly Invoiced within sixty (60) Calendar Days after the end of the month in which such Charges were incurred, unless a request for an extension is Approved in writing by the County IT Services Governance Manager within the sixty (60) Calendar Days window. Subject to the provisions of this Section **Error! Reference source not found.** (Invoices and Payments) and Section **Error! Reference source not found.** (Withhold Remedy), all undisputed Charges are due and payable by County on or prior to the forty-fifth (45th) Calendar Day after County's receipt and Approval of an accurate and properly issued Invoice, including all information required under Section **Error! Reference source not found.** (Invoice Requirements). In no event shall County pay Supplier interest or other late charges on any Charges or other amounts due under this Agreement. County will have the right to set off against amounts owed by County under the Agreement any amount the Supplier is obligated to pay or credit County under this Agreement (including amounts payable by Supplier to County in connection with the Service Level Requirements).

3. As to Type 1 Work Orders, all references throughout the Agreement to the \$100,000 preliminary value and/or maximum Charges applicable to Type 1 Work Orders are deleted and replaced with the following language:

As to Type 1 Work Orders, the preliminary value to County for such services shall be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval, and that amendments to a Type 1 Work Order that cause the cumulative value of the Work Order to be in excess of the amount listed in the then current County Contract Policy Manual §3.3-102(a)(1) as requiring Board of Supervisors approval must be approved by the Board, and depending on the nature of the change may be changed to a Type 2 Work Order.

4. As to Type 2 Work Orders, all references throughout the Agreement to the \$100,000 preliminary value and/or maximum Charges applicable to Type 2 Work Orders are deleted and replaced with the following language:

As to Type 2 Work Orders, the preliminary value to County for such services shall be equal to or greater than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval.

5. Exhibit B.2 (Form of Type 1 Work Order) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit B.2 (Form of Type 1 Work Order) – Revision 1, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 1.
6. Exhibit B.3 (Form of Type 2 Work Order) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit B.3 (Form of Type 2 Work Order) – Revision 1, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 1.
7. Exhibit H.1 (Service Levels Requirements Table) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit H.1 (Service Levels Requirements

Table) – Revision 1, which is incorporated into the Agreement by this reference, and shall have an effective date of November 7, 2018.

8. Exhibit K (Key Personnel) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit K (Key Personnel) – Revision 1, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 1.
9. Exhibit T.2 (Transition-In Milestones and Deliverables) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit T.2 (Transition-In Milestones and Deliverables) – Revision 1, which is incorporated into the Agreement by this reference, and shall have an effective date of November 7, 2018. Additionally, the Parties agree that a portion of the Voice Communication Services contemplated to commence in the Agreement during the Transition-In period, are altered by this Amendment 1 to reflect mutually acceptable scheduling of such Services.

B. This Amendment 1 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 modifications/amendments 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 modifications/amendments. In the event of any inconsistency or conflict between or among any provision of this Amendment 1 and any provision of the original Agreement, and/or its amendments/modifications, other than Amendment 1, 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 1
2. The original Agreement.

(Signature Page Follows)

The Parties evidence their entire agreement to the terms of this Amendment 1 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

Contracts, Senior Principal
Title


Signature

September 25, 2019
Date

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

Joel Golub
Print Name

County Chief Information Officer
Title

Signature

Date

**APPROVED AS TO FORM
COUNTY COUNSEL**


Patrick Brusio, Deputy County Counsel

Approved by Board of Supervisors on: _____



EXHIBIT B.2, REVISION 1 (FORM OF TYPE 1 WORK ORDER)
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT B.2**FORM OF TYPE 1 WORK ORDER**

This Exhibit B.2 (Form of Type 1 Work Order) (“**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.

1. WORK ORDER NUMBER

[Insert the project number in the format CYx-yyy, where “CY” is the abbreviation for “Contract Year,” “x” is the Contract Year as of the Effective Date of this Work Order (i.e., “1” for Work Orders with an Effective Date during the first Contract Year), and “yyy” is the n numeric sequence of this Work Order in the Contract Year as of the Effective Date of this Work Order (i.e., “001,” “002”, etc. for the first, second, etc. Work Orders in each Contract Year.)]

2. EFFECTIVE DATE

[Identify the Effective Date of this Work Order. The Effective Date is the date upon which the Work Order is fully executed by the authorized representatives of both Parties. This will be inserted by the County and agreed to by Supplier.]

3. PROJECT NAME

[Insert a name for this project using a few words that relate to the Services to be delivered under this Work Order.]

4. PROJECT SUMMARY

[Briefly provide a summary of the project that describes the Services, the timeline for Supplier’s performance of the Services, where Services will be performed, and other general requirements and information.]

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

[Concisely state the business, operational, and other benefits and business objectives supported by this Work Order, e.g. “The Services provided by Supplier under this Work Order will enable the County to: ...”]

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

[Identify the type of work that will be provided under this Work Order.]

- NRI only Work Order (for Work Orders that do not include BAU elements)
- NRI and BAU combination Work Order (for Work Orders that include both NRI and BAU elements)

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

7.1. Targeted Resource Order

[In addition to the above, if the Services under this Work Order include Targeted Resource Order Services pursuant to Section 2.12.8 (Targeted Resource Orders) of the Agreement, check the box and complete the table below.]

- Targeted Resource Order Services

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
<i>[Enter titles of Targeted Resource Order resources]</i>	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>	<i>[Enter location of Services performance]</i>
<i>[Add additional rows for additional resources.]</i>	...	...	...	...

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

County Sponsor	<i>[Identify the authorized County sponsor or sponsors requesting this Work Order, i.e. the department or agency, Affiliates, or other public entities sponsoring this Work Order, and provide the contact information for such County sponsors.]</i>
Service Request Number	<i>[Identify the number or numbers of the Service Requests under which the Services under this Work Order were first identified or requested.]</i>
County Budget Info	<i>[Provide County budget information, including budgetary constraints, timing, BAC(s), etc.]</i>

9. SUPPLIER ROLES AND RESPONSIBILITIES

[List the positions of the Supplier Personnel that will be assigned to the project under this Work Order, including the Supplier Project Manager.]

Resource Title	Name	Contact Information	Responsibilities
Supplier Project Manager	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>
<i>[Enter titles of technical leads and other key resources]</i>	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>
<i>[Add additional rows for additional technical leads and key resources.]</i>	...	...	...

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.	<i>[Describe the task.]</i>	<i>[Specify the start date for the task]</i>	<i>[Specify the end date for the task]</i>	<i>[Specify the duration date for the task]</i>
2.	<i>[Add additional rows for additional tasks.]</i>	...	...	...

11. PRICING SUMS

PRICING SUMS	
Maximum Project Charges	<i>[Insert the maximum cumulative Charges that County may incur under this Work Order through the Term of the Agreement. As to any Work Order acquired as a Type 1 Work Order that includes Services charged on a Time and Materials basis, the maximum cumulative Charges must be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a)]</i>

PRICING SUMS	
	<i>as requiring Board of Supervisors approval. As to all other Work Orders acquired as a Type 1 Work Order, the maximum cumulative Charges shall be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval, as negotiated by the Parties.]</i>
Key Milestone Charges	<i>[As to any Work Order acquired as a Type 1 Work Order that includes Services charged on a Fixed Fee basis, identify the sum of the Charges for the Project components of the Work Order (i.e., all one-time Charges which shall be paid pursuant to Supplier's delivery of the Key Deliverables). As to all other Work Orders acquired as a Type 1 Work Order, leave this section blank.]</i>
Deliverables At-Risk Amount	<i>[As to any Work Order that includes Key Deliverables, the Deliverables At-Risk Amount is fifteen percent (15%) of the Maximum Project Charges above.]</i>

12. SERVICES

[This section should concisely communicate the Services to be completed by Supplier, including an identification of the tasks necessary to support the Project. This Section 12 (Services) should set forth any additional Service Level Requirements for the Supplier in connection with this Work Order, as applicable.]

13. ACCEPTANCE CRITERIA

Unless explicitly provided in this Work Order, the Acceptance Criteria shall be as defined in the Agreement.

[Optional: List any additional Acceptance Criteria that applies and any required Acceptance Testing.]

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):

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.]

16. DELIVERABLES

[Identify and describe the Deliverables to be delivered by Supplier under this Work Order, 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.	<i>[Insert Deliverable name.]</i>	<i>[Insert “Y” or “N” as applicable.]</i>	<i>[Insert Deliverable Date.]</i>	<ul style="list-style-type: none"> ▪ <i>[Identify the Acceptance Criteria required to achieve this Deliverable.]</i> 	<p>—%</p> <p><i>[If this Deliverable is a Key Deliverable, specify the Weighting Factor.]</i></p>
2.	<i>[Add additional rows for additional Deliverables.]</i>	...	...	<ul style="list-style-type: none"> ▪ ...	—%

* 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.	[Insert Milestone name.]	[Insert “Y” or “N” as applicable.]	[Insert Milestone Date.]	<ul style="list-style-type: none"> [List the Deliverables required to achieve this Milestone.] 	[If this Milestone is a Key Milestone, specify the Key Milestone Allocation percentage.]	\$— [If this Milestone is a Key Milestone, the Key Milestone Allocation in dollars is equal to the Key Milestone Allocation percentage multiplied by the Key Milestone Charges specified in Section 11 (Pricing Sums), above.]	\$— [If this Milestone is a Key Milestone, the Holdback Amount is thirty-five percent (35%) of the amount specified in the “Key Milestone Allocation (Dollars)” column, to the left.]	[If this Milestone is a Key Milestone, specify the scheduled duration of the work in months.]	\$— [If this Milestone is a Key Milestone, the Monthly Key Milestone Payment is sixty-five percent (65%) of the amount specified in the “Key Milestone Allocation (Dollars)” column, to the left, divided by the amount specified in the “Key Milestone Scheduled Duration (Months)” column, to the left.]
2.	[Add additional rows for additional Milestones.]	...	...	<ul style="list-style-type: none"> ...	—%	\$—	\$—	—	\$—

* 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)
Milestone Allocation		—%	—%	—%	—%
Total Milestone Payments		\$—	\$—	\$—	\$—
Milestone Duration (Months)		—	—	—	
Milestone Monthly Payment		\$—	\$—	\$—	
Milestone Holdback Amount		\$—	\$—	\$—	
Key Deliverables		See Section 17 (Milestones)	See Section 17 (Milestones)	See Section 19.4 (Final Acceptance) of the Agreement	
1.	September 20XX	\$—			\$—
Key Milestone Approval – Finalize Project Design		\$—			-
2.	October 20XX		\$—		\$—
Key Milestone Approval – Finalize Project Build, Deploy, and Test			\$—		-
3.	November 20XX			\$—	\$—
Key Milestone Approval – Final Acceptance				\$—	-

19. INVOICING**19.1. Charges**

[Describe the fee arrangement for this Work Order (i.e., either Fixed Fee, Not to Exceed, Time and Materials, Pass Through Plus Mark-Up, or some combination thereof) by selecting from the options below. If a combination, describe the combination approach, including which Services are provided under which fee arrangement model.]

[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 \$ [REDACTED] (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.	Milestone 1 – Finalize Project Design	\$143.51	140.00	28.6%	\$20,090.90
2.	Milestone 2 – Finalize Project Build, Deploy, and Test	\$129.60	350.00	71.4%	\$45,361.40
Est. Total Labor			490.00	-	\$65,452.30
Fixed Fee Charges			-	-	\$65,452.30

[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 \$ [REDACTED] (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.	Milestone 1 – Finalize Project Design	\$143.51	140.00	28.6%	\$20,090.90
2.	Milestone 2 – Finalize Project Build, Deploy, and Test	\$129.60	350.00	71.4%	\$45,361.40
Est. Total Labor			490.00	-	\$65,452.30
Fixed Fee Charges			-	-	\$65,452.30

[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 \$ [REDACTED]. 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.	Project Manager	Junior	Onsite (Customer)	\$145.72	10.00	7.1%	\$1,457.20
2.	Technical Architect	Junior	Onsite (Customer)	\$150.31	100.00	71.4%	\$15,031.00
3.	System Programmer	Senior	Onsite (Customer)	\$126.21	20.00	14.3%	\$2,524.20
4.	Security Systems Engineer	Junior	Onsite (Customer)	\$107.85	10.00	7.1%	\$1,078.50
Milestone Totals					140.00	100.0%	\$20,090.90
Milestone 2 – Finalize Project Build, Deploy, and Test							
1.	Project Manager	Junior	Onsite (Customer)	\$145.72	20.00	5.7%	\$2,914.40
2.	Technical Architect	Junior	Onsite (Customer)	\$150.31	75.00	21.4%	\$11,273.25
3.	System Programmer	Senior	Onsite (Customer)	\$126.21	200.00	57.1%	\$25,242.00
4.	Security Systems Engineer	Junior	Onsite (Customer)	\$107.85	55.00	15.7%	\$5,931.75
Milestone 2 Totals					350.00	100.0%	\$45,361.40
Est. Total Labor					490.00	-	\$65,452.30
Fixed Fee Charges					-	-	\$65,452.30

[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 \$ [REDACTED]. 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.		8	\$4,512.00	\$36,096.00	\$38,622.72
2.		3	\$979.00	\$2937.00	\$3,142.59
Total Pass Through Plus Mark-Up Charges				\$39,033.00	\$41,765.31

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 may pass through to County as part of the Services under this Work Order pursuant to the terms of the Agreement.]

No.	Line Item	Pass Through Expenses
1.		\$642.00
2.		\$178.00
Total Pass Through Expenses Charges		\$820.00

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: _____



EXHIBIT B.3, REVISION 1 (FORM OF TYPE 2 WORK ORDER)
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT B.3**FORM OF TYPE 2 WORK ORDER**

This Exhibit B.3 (Form of Type 2 Work Order) ("**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 Exhibit B.3 (Form of Type 2 Work Order).

1. WORK ORDER NUMBER

[Insert the project number in the format CYx-yyy, where "CY" is the abbreviation for "Contract Year," "x" is the Contract Year as of the Effective Date of this Work Order (i.e., "1" for Work Orders with an Effective Date during the first Contract Year), and "yyy" is the n numeric sequence of this Work Order in the Contract Year as of the Effective Date of this Work Order (i.e., "001," "002", etc. for the first, second, etc. Work Orders in each Contract Year.)]

2. EFFECTIVE DATE

[Identify the Effective Date of this Work Order. The Effective Date is the date upon which the Work Order is fully executed by the authorized representatives of both Parties. This will be inserted by the County and agreed to by Supplier.]

3. PROJECT NAME

[Insert a name for this project using a few words that relate to the Services to be delivered under this Work Order.]

4. PROJECT SUMMARY

[Briefly provide a summary of the project that describes the Services, the timeline for Supplier's performance of the Services, where Services will be performed, and other general requirements and information.]

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

[Concisely state the business, operational, and other benefits and business objectives supported by this Work Order, e.g. "The Services provided by Supplier under this Work Order will enable the County to: ..."]

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

[Identify the type of work that will be provided under this Work Order.]

- NRI only Work Order (for Work Orders that do not include BAU elements)
- NRI and BAU combination Work Order (for Work Orders that include both NRI and BAU elements)

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

7.1. Targeted Resource Order

[In addition to the above, if the Services under this Work Order include Targeted Resource Order Services pursuant to Section 2.12.8 (Targeted Resource Orders) of the Agreement, check the box and complete the table below.]

- Targeted Resource Order Services

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
<i>[Enter titles of Targeted Resource Order resources]</i>	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>	<i>[Enter location of Services performance]</i>
<i>[Add additional rows for additional resources.]</i>	...	...	...	...

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

County Sponsor	<i>[Identify the authorized County sponsor or sponsors requesting this Work Order, i.e. the department or agency, Affiliates, or other public entities sponsoring this Work Order, and provide the contact information for such County sponsors.]</i>
Service Request Number	<i>[Identify the number or numbers of the Service Requests under which the Services under this Work Order were first identified or requested.]</i>
County Budget Info	<i>[Provide County budget information, including budgetary constraints, timing, BAC(s), etc.]</i>

9. SUPPLIER ROLES AND RESPONSIBILITIES

[List the positions of the Supplier Personnel that will be assigned to the project under this Work Order, including the Supplier Project Manager.]

Resource Title	Name	Contact Information	Responsibilities
Supplier Project Manager	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>
<i>[Enter titles of technical leads and other key resources]</i>	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>
<i>[Add additional rows for additional technical leads and key resources.]</i>	...	...	...

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.	<i>[Describe the task.]</i>	<i>[Specify the start date for the task]</i>	<i>[Specify the end date for the task]</i>	<i>[Specify the duration date for the task]</i>
2.	<i>[Add additional rows for additional tasks.]</i>	...	...	...

11. PRICING SUMS

PRICING SUMS	
Maximum Project Charges	<i>[Insert the maximum cumulative Charges that County may incur under this Work Order through the Term of the Agreement. As to any Work Order acquired as a Type 1 Work Order that includes Services charged on a Time and Materials basis, the maximum cumulative Charges must be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a)]</i>

PRICING SUMS	
	<i>as requiring Board of Supervisors approval.. As to all other Work Orders acquired as a Type 1 Work Order, the maximum cumulative Charges shall be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval, as negotiated by the Parties.]</i>
Key Milestone Charges	<i>[As to any Work Order acquired as a Type 1 Work Order that includes Services charged on a Fixed Fee basis, identify the sum of the Charges for the Project components of the Work Order (i.e., all one-time Charges which shall be paid pursuant to Supplier's delivery of the Key Deliverables). As to all other Work Orders acquired as a Type 1 Work Order, leave this section blank.]</i>
Deliverables At-Risk Amount	<i>[As to any Work Order that includes Key Deliverables, the Deliverables At-Risk Amount is fifteen percent (15%) of the Maximum Project Charges above.]</i>

12. SERVICES

[This section should concisely communicate the Services to be completed by Supplier.]

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.]

Phase 1 ([Title]) <i>[Identify the project phase in which the work will be completed, as applicable.]</i>			
Task 1 ([Title]) <i>[Identify the task]</i>	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	<i>[Identify the personnel required by roles / titles]</i>	<i>[Identify the time commitment to complete the work]</i>	<i>[Enter beginning date and end date for completion of the task]</i>
<i>[Insert the task description]</i>			
Subtask 1.1 ([Title]) <i>[Identify the subtask and insert the subtask description]</i>			
Deliverable 1.1 ([Title]) <i>[Identify the deliverable(s) under the subtask and insert the description of each deliverable]</i>			
Subtask 1.2 ([Title]) <i>[Identify the subtask and insert the subtask description]</i>			
Deliverable 1.2 ([Title]) <i>[Identify the deliverable(s) under the subtask and insert the description of each deliverable]</i>			
...			

Task 2 ([Title]) <i>[Identify the task]</i>	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	<i>[Identify the personnel required by roles / titles]</i>	<i>[Identify the time commitment to complete the work]</i>	<i>[Enter beginning date and end date for completion of the task]</i>
	<i>[Insert the task description]</i>		
	Subtask 2.1 ([Title]) <i>[Identify the subtask and insert the subtask description]</i>		
...			

12.2. Service Level Requirements

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

12.3. Training

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

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.]

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.)]

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.]

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.]

12.4.4. Sunset Activities

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

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.
2.

12.5. Risks and Risk Mitigation

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

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	<i>[Enter potential Project risks]</i>	<i>[Enter the mitigation strategy and/or contingency plans]</i>	<i>[Enter the probability of the risk materializing]</i>	<i>[Enter the consequence should the risk materialize (timeline extension, additional resource requirements, etc.)]</i>	<i>[Enter an estimate for the amount at risk]</i>
2.	...	...	...	...	...

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.

[Optional: List any additional Acceptance Criteria that applies.]

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:

“Initial Component Testing” to determine whether the components of each Deliverable have been properly installed and are operating in accordance with applicable Requirements;

“Integrated Testing” to determine whether the components of each Deliverable interface and integrate properly with the County System, and whether the components of each such Deliverable operate in the Approved operating configuration and in accordance with applicable specifications; and

“Final Testing” to test the same functionality as the Integrated Test using actual data from County’s day-to-day operations.]

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.]

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):

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.]

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.	<i>[Insert Deliverable name.]</i>	<i>[Insert “Y” or “N” as applicable.]</i>	<i>[Insert Deliverable Date.]</i>	<ul style="list-style-type: none"> ▪ <i>[Identify the Acceptance Criteria required to achieve this Deliverable. E.g. “Deliverable addresses all elements as described in Subtask [] under Section 12.1 (Tasks), above.”]</i> 	<p style="text-align: center;">—%</p> <p style="text-align: center;"><i>[If this Deliverable is a Key Deliverable, specify the Weighting Factor.]</i></p>
2.	<i>[Add additional rows for additional Deliverables.]</i>	...	...	<ul style="list-style-type: none"> ▪ ...	—%

* 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.	[Insert Milestone name.]	[Insert “Y” or “N” as applicable.]	[Insert Milestone Date.]	<ul style="list-style-type: none"> [List the Deliverables required to achieve this Milestone.] 	[If this Milestone is a Key Milestone, specify the Key Milestone Allocation percentage.]	\$— [If this Milestone is a Key Milestone, the Key Milestone Allocation in dollars is equal to the Key Milestone Allocation percentage multiplied by the Key Milestone Charges specified in Section 11 (Pricing Sums), above.]	\$— [If this Milestone is a Key Milestone, the Holdback Amount is thirty-five percent (35%) of the amount specified in the “Key Milestone Allocation (Dollars)” column, to the left.]	[If this Milestone is a Key Milestone, specify the scheduled duration of the work in months.]	\$— [If this Milestone is a Key Milestone, the Monthly Key Milestone Payment is sixty-five percent (65%) of the amount specified in the “Key Milestone Allocation (Dollars)” column, to the left, divided by the amount specified in the “Key Milestone Scheduled Duration (Months)” column, to the left.]
2.	[Add additional rows for additional Milestones.]	...	...	<ul style="list-style-type: none"> ...	—%	\$—	\$—	—	\$—

* 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)
Milestone Allocation		—%	—%	—%	—%
Total Milestone Payments		\$—	\$—	\$—	\$—
Milestone Duration (Months)		—	—	—	
Milestone Monthly Payment		\$—	\$—	\$—	
Milestone Holdback Amount		\$—	\$—	\$—	
Key Deliverables		See Section 17 (Milestones)	See Section 17 (Milestones)	See Section 19.4 (Final Acceptance) of the Agreement	
1.	September 20XX	\$—			\$—
Key Milestone Approval – Finalize Project Design		\$—			-
2.	October 20XX		\$—		\$—
Key Milestone Approval – Finalize Project Build, Deploy, and Test			\$—		-
3.	November 20XX			\$—	\$—
Key Milestone Approval – Final Acceptance				\$—	-

19. INVOICING

19.1. Charges

[Describe the fee arrangement for this Work Order (i.e., either Fixed Fee, Not to Exceed, Time and Materials, Pass Through Plus Mark-Up, or some combination thereof) by selecting from the options below. If a combination, describe the combination approach, including which Services are provided under which fee arrangement model.]

[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 \$ [REDACTED] (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.	Milestone 1 – Finalize Project Design	\$143.51	140.00	28.6%	\$20,090.90
2.	Milestone 2 – Finalize Project Build, Deploy, and Test	\$129.60	350.00	71.4%	\$45,361.40
Est. Total Labor			490.00	-	\$65,452.30
Fixed Fee Charges			-	-	\$65,452.30

[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 \$ [REDACTED] (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.	Milestone 1 – Finalize Project Design	\$143.51	140.00	28.6%	\$20,090.90
2.	Milestone 2 – Finalize Project Build, Deploy, and Test	\$129.60	350.00	71.4%	\$45,361.40
Est. Total Labor			490.00	-	\$65,452.30
Fixed Fee Charges			-	-	\$65,452.30

[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 \$ [REDACTED]. 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.	Project Manager	Junior	Onsite (Customer)	\$145.72	10.00	7.1%	\$1,457.20
2.	Technical Architect	Junior	Onsite (Customer)	\$150.31	100.00	71.4%	\$15,031.00
3.	System Programmer	Senior	Onsite (Customer)	\$126.21	20.00	14.3%	\$2,524.20
4.	Security Systems Engineer	Junior	Onsite (Customer)	\$107.85	10.00	7.1%	\$1,078.50
Milestone Totals					140.00	100.0%	\$20,090.90
Milestone 2 – Finalize Project Build, Deploy, and Test							
1.	Project Manager	Junior	Onsite (Customer)	\$145.72	20.00	5.7%	\$2,914.40
2.	Technical Architect	Junior	Onsite (Customer)	\$150.31	75.00	21.4%	\$11,273.25
3.	System Programmer	Senior	Onsite (Customer)	\$126.21	200.00	57.1%	\$25,242.00
4.	Security Systems Engineer	Junior	Onsite (Customer)	\$107.85	55.00	15.7%	\$5,931.75
Milestone 2 Totals					350.00	100.0%	\$45,361.40
Est. Total Labor					490.00	-	\$65,452.30
Fixed Fee Charges					-	-	\$65,452.30

[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 \$ [REDACTED]. 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.		8	\$4,512.00	\$36,096.00	\$38,622.72
2.		3	\$979.00	\$2937.00	\$3,142.59
Total Pass Through Plus Mark-Up Charges				\$39,033.00	\$41,765.31

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.		\$642.00
2.		\$178.00
Total Pass Through Expenses Charges		\$820.00

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
COUNTY COUNSEL**

Patrick Brusio, Deputy County Counsel



EXHIBIT H.1, REVISION 1 (SERVICE LEVEL REQUIREMENTS TABLE)
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT H.1

SERVICE LEVEL REQUIREMENTS TABLE

This Exhibit H.1 (Service Level Requirements Table) is an attachment and addition to the Managed Services Network, Voice, and Security Agreement by and between the County of Orange (“County”) and Science Applications International Corporation (SAIC) (“Supplier”), effective as of the Reference Date, and is incorporated into the Agreement by reference hereof. Capitalized terms used in this Exhibit H.1 (Service Level Requirements Table) shall have the meaning ascribed in the Agreement unless expressly otherwise defined herein.

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
IT Service Management & Life Cycle Services (Transaction Based)												
SLR 1	Optional Work Proposal Response (e.g., timelines, deliverables, pricing, assumptions and constraints, comprehensive and complete written documentation, and required Supplier authorized approvals).	Time to deliver Optional Work Proposal Response ("OWPR").	Ten (10) Business Days, unless County Approves another date for delivery of the OWPR upon contact by Supplier of the County requestor to acknowledge receipt of the request.	100%	Monthly	Monthly	100 x (Total number of OWPR delivered by Supplier on or before the OWPR Deadline during the Month/total number of Optional Work proposals due to be provided by the Performance Target during that same month)	County-provided Service Management System (currently [REDACTED]) County provided Service Management system will not be available to measure these events nor issue events to the vendor at the Reference Date. County will establish a manual work order request process and vendor will manually track in a spreadsheet until which time County system is available.	None	10%	10%	7%
SLR 2	Work Order Acknowledgement and Time Estimate	Time to contact County Requester of any Optional Work proposal.	Three (3) Business Days to acknowledge receipt of the request and provide an initial time estimate for Supplier's completion of the OWPR. Any agreement by the County requestor on a date for delivery of the OWPR will be reported in the County-provided Service Management System (currently [REDACTED])	100%	Monthly	Monthly	100 x (Total number of Work Order Acknowledgements/Time Estimates delivered by Supplier on or before the deadline during the Month/total number of Work Order Acknowledgements/Time Estimates due to be provided by the Performance Target during that same month)	County-provided Service Management System (currently [REDACTED]) County provided Service Management system will not be available to measure these events nor issue events to the vendor at the Reference Date. County will establish a manual work order request process and vendor will manually track in a spreadsheet until	None	3%	3%	3%

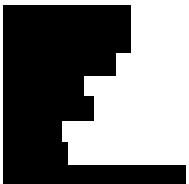

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
								which time County system is available.				
SLR 3	Services Implementation	Time to Implement Services	Complete implementation of the Services by the County-Approved deadline provided to Supplier in writing in Service Request within [REDACTED]. If the County causes a delay in implementation, the County-Approved deadline will be extended by the number of Business Days between the Business Day upon which the County-caused delay began and the Business Day upon which the County-caused delay ended.	95% Transaction Range Amount of Failures that Cause SLR Miss 0-20 >1 = 2 Failures cause a miss Monthly measurement with twenty-one (21) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of implementations completed by the County-Approved deadline within the month/Total number of implementations due to be completed by the County-Approved deadline during that same month)	County-provided Service Management System (currently [REDACTED])	None	2%	2%	2%
SLR 4	Service Request Disposition	Time to assign Service Request	Disposition of Service Request within 1 Business Day of receipt by Supplier of the Service Request, unless otherwise Approved by County (the "SR Disposition"). For purposes of this SLR, "disposition" means assignment to the appropriate resolver queue, e.g. Work Order, IMAC, Network Change, firewall change, etc.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Service Requests disposed by the SR Disposition within the month/Total number of Service Requests due to be disposed by the SR Disposition during that same month)	County-provided Service Management System (currently [REDACTED])	None	3%	3%	3%
SLR 5	Category P1 and P2 events resulting from Supplier error Basis for evaluation will be the outcome associated with the RCA.	Performance Measured Monthly in Aggregate	24x7x365	1% of all P1 and P2 incidents Transaction Range Amount of Failures that Cause SLR Miss For 0-25: 2 or more Failures causes an SLR miss For 26-50: 3 or more Failures causes an SLR miss	Monitor Continuously, Measure Monthly	Monthly	X / Y Where: X = the total number of P1 and P2 incidents resulting from Supplier error in the Reporting Period, and	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	7%	7%	7%

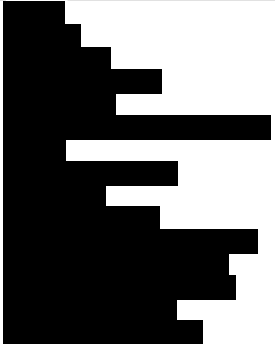

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
				For 51-75: 4 or more Failures causes an SLR miss For 76-100: 5 or more Failures causes an SLR miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.			Y = the total number of P1 and P2 incidents in the Reporting Period. All P1 and P2 incidents each month will be classified pursuant to County's review of Supplier's P1 and P2 Root Cause Analyses. The total number of events found to be caused by Supplier error will used to determine pass or fail of this SLR.					
System Software Refresh and Updates (Transaction Based) Supplier will perform System Software Version or major release modification and unlimited service pack/minor release modifications and patch modifications per installed system as available from manufacture and Approved by the County for application compatibility.												
SLR 6	Deploy Emergency Maintenance Release (e.g., security pack, bug patch, antivirus, anti-SPAM, and anti-Spyware update deployments)	Time to deploy	Perform within same Business Day as directed and Approved by the County, subject to Change Management procedures.	100%	Monthly	Monthly	100 x (Total of successful deployments completed within the performance target during a month/total of all deployments due to be completed by a Performance Target occurring during that same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	5%	5%	5%
SLR 7	Deploy Non-Emergency Maintenance Release (e.g., XYZ Version 8.1.5 to XYZ Version 8.1.6)	Time to deploy	Perform within next regular Maintenance Window following availability of release for deployment.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total of successful deployments completed within the performance target during a month/total of all deployments due to be completed by a Performance Target occurring during that same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%
SLR 8	Deploy Enhancement Release (e.g., XYZ Version 8.1 to XYZ Version 8.2)	Time to deploy	Perform within thirty (30) Calendar Days after notification by County or per County Approved project schedule.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the	Monthly	Monthly	100 x (Total of successful deployments completed within the performance target during a month/total of all deployments due to be completed by a Performance Target occurring during that same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
				normal percentage calculation.								
SLR 9	Deployment of Major Release Updates (e.g., XYZ Version 8 to XYZ Version 9)	Time to notify and subsequently deploy	Notify County within thirty (30) Calendar Days of Supplier receiving notice of the availability of the Major Release Update and, in the case the County notifies Supplier of request to deploy such update, Supplier to perform within sixty (60) Calendar Days after receipt of notice by County of request to deploy or per County Approved project schedule.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total of successful completions of the service measure within the performance target during a month/total of all service measures due to be completed by the Performance Target occurring during that same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	5%	5%	5%
Incident Resolution (Transaction Based)												
SLR 10	Time to Notify County of a Priority 1 or 2 Incident and impact to the affected agencies. This will be the existing basic notification to the OCIT distribution list that includes the CI (Equipment impacted) and Agency information	Time to Respond	<15 minutes	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of all successful notifications completed within the performance target during a month/total number of all notifications due to be provided during that same month)	County-Approved tool for notifying the proper agency	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	7%	7%	7%
SLR 11	Red, Yellow & Green Notification ("R-Y-G Notifications") Time to Notify County of a Priority 1 or 2 Targeted, Agency Specific Incident with Business Impact and Information on What Is Being Done to Address with RYG Status Provided to OCIT and the Affected Agency or Agencies.	Time to Respond with Required Information	Every sixty (60) minutes (during business & extended hours) for recurring notifications, until point of resolution subject to the major Incident handling procedure ("R-Y-G notification process").	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful notifications completed within the performance target during a month/total number of all notifications due to be provided during that same month)	County-Approved tool for notifying the proper agency	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	7%	7%	7%
SLR 12	Time to Notify County of a Priority 3 or 4 Incident.	Time to Respond	Less than thirty (30) minutes	98% Transaction Range Amount of	Monthly	Monthly	100 x (Total number of successful notifications completed within the	County-provided Service Management	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
	This is the County-provided Service Management System (currently [REDACTED] with automated notification upon ticket creation.			Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.			performance target during a month/total number of all notifications due to be provided during that same month)	System (currently [REDACTED])	Converged Network Services Readiness ² , or (2) March 17, 2019.			
SLR 13	Incident Resolution - Priority Level 1	Time to Resolve	Less than (3) hours	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	10%	10%
SLR 14	Incident Resolution - Priority Level 2	Time to Resolve	Less than (7) hours	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	10%	7%
SLR 15	Incident Resolution - Priority Level 3	Time to Resolve	Less than (3) Calendar Days, excluding holidays, or if County defers to a later date/time.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1)	10%	10%	6%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
				fifty-one (51) or more Transactions will follow the normal percentage calculation.					County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
SLR 16	Incident Resolution - Priority Level 4	Time to Resolve	<3 Calendar Days or within the time frame Approved by the County	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%
SLR 17	Draft Root Cause Analysis ITIL FORM	Time to provide draft Root Cause Analysis report	By no later than the next Business Day following Incident Resolution for Priority Level 1 or 2	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful Draft RCA Reports provided within the performance target during a month/total number of draft RCA reports due to be provided within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	6%	5%	6%
SLR 18	Final Root Cause Analysis	Time to provide final Root Cause Analysis report that includes, at a minimum: 1) Complete assessment of impacted Services; 2) Explanation of root cause and CI impacted; and 3) Detailed plan to prevent future occurrences.	Within five (5) Business Days of Incident Resolution for Priority Level 1 or 2 or within the time frame Approved by the County. The Service Ticket will be placed in pending Status at the time the RCA is submitted to the County for review, and taken out of pending Status once the County's review is finished.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful final RCA reports provided within the performance target during a month/total number of final RCA reports due to be provided within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	9%	7%	9%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
Backup and Restoration (Transaction Based) Supplier shall implement and maintain backup and restoration capabilities for specified Functional Service Area data, applications, and component configurations as defined in the column labeled "Infrastructure Device or Component" in Exhibit H (Service Level Requirements). Supplier shall perform backups and retain configuration files according to the column labeled "Backup and Retention of Configuration Files" in Exhibit H (Service Level Requirements). Supplier shall perform error and omission-free backups according to the column labeled "Retention of Log Files and Application data" in Exhibit H (Service Level Requirements). Upon Service Request submission, Supplier shall execute recovery procedures to restore the device type configuration files, log files, or application data. Supplier shall continually monitor backup jobs and immediately identify, and fix any failures to ensure successful reruns to meet frequency Requirements.												
SLR 19	Backup of Management Tools Configuration and Database, and Backup of Device Configurations.	Successful backup and storage	Daily/Incremental Backup completion within 24 hours. Weekly/Monthly Full Backup completion within 48 hours or prior to next business day start of Daily/Incremental Backups	100%	Monthly	Monthly	Number of backups completed on schedule/total of all backups scheduled during Measurement Interval	Native Backup System Reporting Tools	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%
SLR 20	Production Data Restore Requests. (Transactional)	Completion time for data thirty (30) Calendar Days old or less	Commence restoration ≤ 8 Business Hours from County request. Device configuration data available ≤ 30 minutes when requested for Incident response and Resolution.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful restorations completed during a month/total number of all restorations due to be completed during the same month)	County Approved tool that provides logging data.	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%
Asset Tracking and Management (Transaction Based) Within five (5) Business Days after the first Business Day of each calendar quarter. Supplier shall select a statistically valid sample (recommend 10% of total Assets), based on the Approved Asset Management report, and in accordance with the process specified in the Policies, Standards and Procedures Manual, to measure Supplier compliance with the following SLR pertaining to the accuracy of individual data elements in the Asset tracking database. Accuracy of data shall adhere to the following SLR.												
SLR 21	Accuracy of Data Elements in Asset Tracking Database with the following fields: 	Accuracy and Completeness of Data	Sample size of one hundred percent (100%) of the entire Asset Tracking Database based on the applicable data fields in which the County will select a random sampling one percent (1%) of the defined data elements for	97%	Quarterly	Quarterly This SLR is applicable for the months of January, April, July, and October	100 x (Total number of audited data elements that are accurate/Total number of audited data elements).	Single CMDB that reports on all reportable items. (Asset information will be consolidated into the County  Asset Management System)	Ramp-Up Period ends June 30, 2019.	N/A	10%	10%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
	 Accuracy of Circuit Component Information in Asset Tracking Database with the following fields: 1) Circuit ID 		verification. Parties agree to develop a process for randomly selecting the one percent (1%) to be included in the Policies, Standards and Procedure Manual. County will notify Supplier within seventy-two (72) hours after receipt of the Asset Tracking Database submission as to which sites the County will audit.									
Service Management and Life Cycle Management Tools System availability of tools proposed in the delivery of Services and the Web Portal for real time display of system output. SLR is applicable to tools that provide real time and periodic reporting, data, and information on the Supplier-Managed environment.												
SLR 22	Service Management and Life Cycle Management Tools, including, but not limited to: • Infrastructure Management Platforms • Security Intrusion Detection / Prevention • Network / Security Operations and Management • HDLP - Data Loss Prevention • NDLP - Data Loss Prevention • Risk Management / Compliance Management (GRC) • Billing Accuracy • Network Monitoring	System Availability	Per number of Days in monthly Measuring Intervals and Reporting Periods defined in Section 4.4 (Number of Days in Monthly Measuring Intervals and Reporting Periods) of Exhibit H (Service Level Requirements).	99.90%	Monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of IT Service Management and Life Cycle Management Tools - total Outages of IT Service Management and Life Cycle Management Tools that are excludable under this Exhibit H.1 (Service Level Requirements Table)) $TA = \sum$ of the total Availability of hours for tools listed column 1 of this SLR for that month	Report from each tool defined in column 1 of this SLR	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	7%	7%	7%
SLR 23	Collection of Syslog from Managed Devices	Completeness of data collection	Sample size of one hundred percent (100%) of the managed devices in which the County will select a random sampling one percent (1%) of the	99.00%	Monthly	Monthly	$100 \times (\text{Total number of audited Managed devices that are accurate} / \text{Total number of audited Managed devices})$	Single repository that collects Syslog data from all reportable Managed devices	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.*	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
			defined devices for verification. County will look up Syslog data for the selected sample of devices, and if no data exists for that device, it is considered a failure.						* As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
Authorized User Scheduled Survey Supplier shall establish a mutually agreed upon Authorized User satisfaction survey, that may be facilitated by a third party and designed with County and Supplier input. Supplier shall supply County semiannual reports of County Authorized User satisfaction, integrating the results of ongoing Authorized User satisfaction surveys for each IT Service Area. Upon delivery of each such report, the Parties shall meet to jointly identify any areas of Authorized User dissatisfaction. The Supplier shall prepare a project plan with County's input and Approval to Resolve Authorized User dissatisfaction												
SLR 24	Authorized User Scheduled Survey (conducted semi-annually)	Authorized User satisfaction	Authorized Users surveyed should be very satisfied or satisfied.	90%	Semi-annual	Semi-annual This SLR is applicable for the months of January and July.	100 x (Surveys received - surveys not meeting Performance Target)/Surveys received.	County Survey Template	Ramp-Up Period ends June 30, 2019.	N/A	N/A	10%
SLR 25	County Program Management	Program Management Satisfaction	Those surveyed should be very satisfied or satisfied.	90%	Semi-annual	Semi-annual This SLR is applicable for the months of January and July. During the months in which this SLR applies, Supplier is solely responsible for reporting the results of this survey as a part of its monthly reporting for such month.	100 x (Surveys received - surveys not meeting Performance Target)/Surveys received.	County Survey Template	Ramp-Up Period ends June 30, 2019.	N/A	N/A	7%
IMACs												
SLR 26	IMAC (1-5 devices per request) This SLR applies to all County Locations	Elapsed time	Less than or equal to two (2) Business Days of request or per mutually agreed-upon schedule	98% Transaction Range Amount of Failures that Cause SLR Miss 0-20 >1 = 2 Failures cause a miss 21-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
				normal percentage calculation.					Readiness, or (2) September 1, 2019.			
SLR 27	IMAC (6-10 devices per request) This SLR applies to all County Locations	Elapsed time	Less than or equal to three (3) Business Days of request or per mutually agreed-upon schedule	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	2%	2%
SLR 28	IMAC (11-20 devices per request) This SLR applies to all County Locations	Elapsed time	Less than or equal to five (5) Business Days of request or per mutually agreed-upon schedule	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	2%	2%
SLR 29	IMAC (21+ devices per request) This SLR applies to all County Locations	Elapsed time	Per mutually agreed-upon schedule	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
				one hundred one (101) or more Transactions will follow the normal percentage calculation.					Readiness, or (2) September 1, 2019.			
Network Management												
Network Availability (Non Transaction)												
See Exhibit H (Service Level Requirements)												
SLR 30	WAN and Voice Availability at all Tier I County Locations	Availability Measured monthly in the Aggregate	WAN and Voice available at all times during the Total Availability hours at all Tier I County Locations for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) - (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements))) at every Tier I County Location $TA = \sum$ of Total Availability Hours at every Tier I County Location For the sake of clarity, an Outage is defined as the sum of the total outages for WAN service plus the total outages when WAN Service was Available but Voice Service was not Available minus the total of all outages for WAN Service plus the total outages when WAN Service was Available but Voice Service was not Available that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements), and an Outage shall be determined for the calculation of "O" if at least one (1) applicable County Location is experiencing an Outage.	County-provided Service Management System (currently [REDACTED] Priority Incident Tracker, Final RCA, and [REDACTED] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019. * * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	10%	10%
SLR 31	LAN Availability at all Tier I County Locations	Availability measured monthly in aggregate	LAN Availability at all times during the Total Availability Hours at all Tier I County Locations	99.99%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of LAN	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of	10%	7%	7%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
			for the Calendar Month.				Service - total Outages of LAN Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Tier I County Location TA = ∑ of Total Availability Hours at every Tier I County Location	Priority Incident Tracker, Final RCA, and [REDACTED] Report	Converged Network Services Readiness ² , or (2) March 17, 2019.			
SLR 32	WAN and Voice Availability at all Tier II County Locations	Availability measured monthly in aggregate	WAN and Voice available at all times during the Total Availability Hours at all Tier II County Locations for the Calendar Month.	99.95%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) - (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements))) at every Tier II County Location TA = ∑ of Total Availability Hours at every Tier II County Location For the sake of clarity, an Outage is defined as the sum of the total outages for WAN service plus the total outages when WAN Service was Available but Voice Service was not Available minus the total of all outages for WAN Service plus the total outages when WAN Service was Available but Voice Service was not Available that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements), and an Outage shall be determined for the calculation of "O" if at least one (1) applicable County Location is experiencing an Outage.	County-provided Service Management System (currently [REDACTED] Priority Incident Tracker, Final RCA, and [REDACTED] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	7%	7%
SLR 33	LAN Availability at all Tier II County Locations	Availability measured monthly in aggregate	LAN Availability at all times during the Total Availability Hours at all	99.95%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of LAN	County-provided Service Management System (currently [REDACTED]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of	10%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
			Class 2 Locations for the Calendar Month.				Service - total Outages of LAN Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Tier II County Location TA = \sum of Total Availability Hours at every Tier II County Location	Priority Incident Tracker, Final RCA, and [REDACTED]	Converged Network Services Readiness ² , or (2) March 17, 2019.			
SLR 34	WAN and Voice Availability at all Tier III County Locations	Availability measured monthly in aggregate	WAN and Voice Availability at all times during the Total Availability Hours at all Tier III County Locations for the Calendar Month.	99.7%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) - (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements)) at every Tier III County Location TA = \sum of Total Availability Hours at every Tier III County Location For the sake of clarity, an Outage is defined as the sum of the total outages for WAN service plus the total outages when WAN Service was Available but Voice Service was not Available minus the total of all outages for WAN Service plus the total outages when WAN Service was Available but Voice Service was not Available that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements), and an Outage shall be determined for the calculation of "O" if at least one (1) applicable County Location is experiencing an Outage.	County-provided Service Management System (currently [REDACTED]) Priority Incident Tracker, Final RCA, and [REDACTED]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	10%	7%
SLR 35	LAN Availability at all Tier III County Locations	Availability measured monthly in aggregate	LAN Availability at all times during the Total Availability Hours at all Tier III County Locations	99.7%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of LAN	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of	10%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
			for the Calendar Month.				Service - total Outages of LAN Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Tier III County Location TA = \sum of Total Availability Hours at every Tier III County Location	Priority Incident Tracker, Final RCA, and [REDACTED]	Converged Network Services Readiness ² , or (2) March 17, 2019.			
SLR 36	Remote Access Availability at Locations of all Classes County provided Equipment & Software, limited to Services only	Availability measured monthly in aggregate	Remote Access Availability at all times during the Total Availability Hours at all County Locations of every class for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	100 x ((TH - O)/TH) Where: O = \sum of (total Outages of Remote Access Availability - total Outages of Remote Access Availability that are excludable under this Exhibit H.1 (Service Level Requirements Table)) TH = Total Hours for the month	County-provided Service Management System (currently [REDACTED] VPN, and [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	5%	3%	3%
SLR 37	Internet Access Availability at all Locations (i.e., this SLR represents the aggregate Availability of all infrastructure components required to provide Internet Services: Internet Circuits, Internet Routers, DNS, content filtering, and firewall).	Availability measured monthly in aggregate	Internet Availability at all times during the Total Availability Hours at all County Locations for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	100 x ((TA - O)/TA) Where: O = \sum of (total Outages of Internet Service - total Outages of Internet Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at all County Locations TA = \sum of Total Availability Hours at all County Locations	County-provided Service Management System (currently [REDACTED]) Priority Incident Tracker, Final RCA, and [REDACTED]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	10%	10%	8%

Converged Network Management

Network Performance (Non-Transaction Based)

Network performance includes the ability of the network components to deliver IT traffic timely and accurately.

Measured packet size is [REDACTED] bytes.

Network Performance SLRs shall be measured and calculated and reported based on measurements taken during Business Hours

SLR 38	Network Transit Delay Monitoring and Proactive Management	Elapsed Time – round trip transit delay from ingress and egress ports on premise devices	≤50 ms	99%	Monitor every five (5) minutes, measure monthly	Monthly average of measurements taken for each WAN link based on performance data for Business Hours	95th percentile of (T2-T1) for Business hours defined in Section 4.4 (Number of Days in Monthly Measuring Intervals and Reporting Periods) of Exhibit H (Service Level Requirements). Where: T1 = The time at which a packet leaves the egress premise for a site T2 = The time at which a packet arrives at the ingress premise for the same site	[REDACTED] - By Site	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
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No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
							Latency shall be measured at every County Location, and the failure to hit the Performance Target is measured in the total aggregate across all County Locations.					
SLR 39	Packet Delivery Ratio across all WAN Links Monitoring and Proactive Management	Successful packet transmission	99.95%	99.90% (data loss ≤ 0.10%)	Monitor every five (5) minutes, measure monthly	Monthly average of measurements taken for each WAN link based on performance data for Business Hours	$PDR = 1 - ((PS - PD)/PS)$ Where: PS = Total packets sent PD = Total packets delivered Packet Delivery Ratio shall be measured at every County Location, and the failure to hit the Performance Target is measured in the total aggregate across all County Locations.	[REDACTED] - By Site	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
SLR 40	Jitter across all WAN Links Monitoring and Proactive Management	Variation in timing, or time of arrival, of received packets	≤1.0 ms	99% (i.e., ≤1.0 ms)	Monitor every five (5) minutes, measure monthly	Monthly average of measurements taken for each WAN link based on performance data for the Business Hours	$Jitter = \Delta Ti - \Delta Ti'$ Where: Jitter is for two (2) consecutive packets i and i+1 and, Ti = time 1st byte of packet is received by the source port (ingress time) Ti+1 = time 1st byte of packet i+1 is received by the source port (ingress time) Ti' = time 1st byte of packet is received by the destination port (egress time) Ti+1' = time 1st byte of packet i+1 is received by the destination port (egress time) and $\Delta T = Ti+1 - Ti$ (Δ is the time interval between packets at ingress) $\Delta T = Ti+1' - Ti'$ (Δ is the time interval between packets at egress) Jitter shall be measured at five (5) minute intervals per Business Day defined at Section 4.4 (Number of Days in Monthly Measuring Intervals and Reporting Periods) of Exhibit H (Service Level Requirements)at	[REDACTED] - By Site	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
							every County Location, and the failure to hit the Performance Target at any aggregate of all County Locations constitutes a failure to meet this SLR.					
Network Administration (Transaction Based)												
SLR 41	Network Capacity Monitoring 75 % Utilization Alert	Network Capacity Monitoring seventy-five percent (75%) Utilization Alert	Network Capacity Monitoring 75 % Utilization Alert	Network Capacity Monitoring 75 % Utilization Alert	Network Capacity Monitoring 75 % Utilization Alert	Network Capacity Monitoring 75 % Utilization Alert	Network Capacity Monitoring 75 % Utilization Alert	██████████	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	5%	5%	5%
SLR 42	Network Capacity Monitoring 90% Utilization Alert	Proactive continuous monitoring of each Circuit and supporting Network Components and proactive notification to advise the County of need to increase capacity per County Requirements	Report to County within two (2) hours whenever sustained ninety-fifth (95 th) percentile avg. utilization reaches ninety percent (90%) of circuit provisioned capacity (applies to all County Locations and includes reporting about agencies, Equipment, facilities, components, and applications where they Interface with Service components).	90% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss Monthly measurement with 11 or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of events during County defined Reporting Period where the sustained 95th percentile average utilization reaches 90% of circuit provisioned capacity (applies to all County Locations, and includes Service components) FE = Total number of TEs for which the Supplier failed to notify Customer within 2 hours of the TE.	██████████	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	5%	5%	5%
SLR 43	Implementation of Non-emergency firewall Changes (changing, adding/deleting firewall rules)	Elapsed time to successfully complete from County authorized request	Less than or equal to three (3) Business Days from the time the Service Request was submitted or per Approved County schedule/requirements. Note: Most changes do not have to be completed in a Maintenance Window. They can be implemented during the workday. Changes that will impact production or have downtime need to be identified as such with clear impact statements in order for the OCIT team to make an informed decision.	95% Transaction Range Amount of Failures that cause SLR Miss 0-20 >1 = 2 Failures cause a miss Monthly measurement with twenty-one (21) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of implementations of non-emergency firewall changes FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target.	County-provided Service Management System (currently ██████████ -Change Management	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	10%	7%	7%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
SLR 44	Implementation of Emergency firewall Changes (changing, adding/deleting firewall rules)	Elapsed time to successfully complete from County authorized request	██████ after County Approval or per Approved County schedule/requirements.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of implementations of emergency firewall changes FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently ████████ -Change Management	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	8%	8%	8%
Content Filtering of Email (Non-Transaction Based)												
SLR 45	Timely update of SPAM and other Malware Signatures County-provided Equipment & Software, limited to Services only	Applying of signatures and definitions in the last thirty (30) Calendar Days	Apply signatures within no less than ████████ of release from manufacture	99.0%	Monitor continuously, measure monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of signatures or definitions released by the manufacture FE = Total number of TEs that the Supplier failed to successfully apply within the Performance Target	SPAM and Malware Patch Update Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	7%	7%	7%
Security Intrusion Detection (Transaction Based)												
See Escalation Procedures listed in Exhibit W (County Policies, Procedures, and Guidelines)												
SLR 46	NIDS – Monitor for current attack signatures, retained for ninety (90) Calendar Days then archive for two (2) years	Provide report confirming that Supplier successfully monitored attack signatures on a 24x7x365 basis and archived logs for ninety (90) Calendar Days, then Archived for two (2) years	Provide report no later than the fifteenth (15 th) of each Month.	100%	Monitor continuously, measure monthly	Monthly	Number of attach signatures monitored within performance target. 100 x (Total number of audited logs that are archived / Total number of attach signatures monitored for two (2) years)	Currently ████████	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
SLR 47	NIDS – Review all positive Priority Level 1 and Priority Level 2 alerts and notify the County via the escalation procedures.	Elapsed time	The Local SOC will notify CISO through the Security Operations Manager on all positive reports when discovered.	99.9% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a	Monitor continuously, measure monthly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Currently ████████	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
				miss 76-1000 >4 = 5 Failures cause a miss Monthly measurement with 1001 or more Transactions will follow the normal percentage calculation.								
Voice Communications												
Voice Communications Service Availability (Non-transactional)												
SLR 48	Voice Messaging Services	Availability measured monthly in aggregate	24x7x365	99.99%	Monitor Continuously, Measure Weekly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of Supplier Provided Voice Messaging Services - total Outages of Supplier Provided Voice Messaging Services that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Site $TA = \sum$ of Total Availability Hours at every Site	[REDACTED] County-provided Service Management System (currently [REDACTED] Priority Incident Tracker, and RCA	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	6%	6%	6%
SLR 49	Voice Conferencing Services	Availability measured monthly in aggregate	24x7x365	99.99%	Monitor Continuously, Measure Weekly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of Supplier Provided Voice Conferencing Services - total Outages of Supplier Provided Voice Conferencing Services that are excludable under this Exhibit H.1 (Service Level Requirements Table)) $TA = \sum$ of Total Availability Hours per Voice Conferencing Service	[REDACTED] County-provided Service Management System (currently [REDACTED] Priority Incident Tracker, and RCA	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	3%	3%	3%
SLR 50	Call Center Services (e.g., [REDACTED])	Availability measured monthly in aggregate	24x7x365	99.99%	Monitor Continuously, Measure Weekly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of Supplier Provided Call Center Service - total Outages of Supplier Provided Call Center Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) $TA = \sum$ of Total Availability Hours	[REDACTED] County-provided Service Management System (currently [REDACTED] Priority Incident Tracker, and RCA	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	5%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
							for Supplier Provided Call Center Service					
Service Responsiveness (Transaction Based) The ability of the Supplier to respond to, process, and fulfill County-requested changes and reconfiguration of various services												
SLR 51	User Account Changes (including only those fields explicitly within the User Account as of the date that the SLR is calculated, including, for example, Telephone Number, Device Type, Name Change, Location Change, Password Change, Calling Restriction Level Change, etc.)	Elapsed time	█ Business Hours of request	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred and one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of User Account Changes FE = Total number of User Account Changes that the Supplier failed to successfully complete within the Performance Target. • Requests need to be submitted as a Priority Level 2 Incident Resolution to be included in the SLR calculation. • County ticketing system █ must provide the "User Account Change" information transmitted to Supplier over the █ bridge as the request is created in the Service Catalog form. • This "User Account Change" information is only available through the Service Catalog forms of the County ticketing system █	County-provided Service Management System (currently █)	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	5%	5%	5%
SLR 52	Generation and Delivery of Accurate Telephone Billing to County Agencies	Time to Deliver	Per County Approved schedule	99%	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of Billings due to be delivered during the month FE = Total number of Billings that the Supplier failed to successfully deliver within the Performance Target	Currently █	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	2%	2%	2%
SLR 53	Verify the proper ELIN information is assigned after any IMAC activity	Elapsed time from Authorized User notification of location change	Same Calendar Day as the IMAC event occurs.	99.9% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of Authorized User physical location change notices provided to Supplier during the month	Internal testing or verification with local 911 service	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	5%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
				51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.			FE = Total number of failed ELIN Information changes to successfully executed within the Performance Target					
Security Operations Center												
SLR 54	Report of Malicious Activity Detection	Accuracy as determined by RCA	Supplier will report all suspicious activity not immediately determined as a false positive to the County within one (1) hour of discovery of suspicious or malicious activity in accordance with County Cyber Incident Response Plan. County Security Operations Manager will verify time of detection through the County SIEM platform.	100.0%	Monitor Continuously, Measure Weekly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Manual Comparison of actual log files with time Incident was reported to the County via the system of record (i.e. the County SIEM)	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	5%	5%	5%
SLR 55	Identification of Malicious Activity	Accuracy as determined by RCA	Supplier will complete analysis of reported suspicious activity within twenty-four (24) hours of initial detection and will report these findings in accordance with the County Cyber Incident Response Plan.	100.0%	Monitor Continuously, Measure Weekly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Manual Comparison of actual log files with time Incident was reported to the County via the system of record (i.e. the County SIEM)	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
SLR 56	Initiation and conduct of Cyber Incident Response Process	Accuracy as determined by RCA	Supplier will initiate Cyber Incident Response in accordance with the County Cyber Incident Response Plan. All cyber incidents are initiated through the central service desk and will be initiated as P1 Incidents.	100.0%	Monitor Continuously, Measure Weekly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Manual Comparison of actual log files with time Incident was detected, reported, and initiated. County will analyze logs from SIEM, [REDACTED] and other systems affected by the cyber Incident	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
SLR 57	Weekly Status Reports	Accuracy as determined by audit	Supplier will provide County with the following reports on a weekly basis: (1) Daily	100.0%	Weekly	Monthly	(Reports delivered to County - Reports owed to County) x 100	Weekly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
			Shift Change Reports, (2) Weekly Cyber Threat Summary, (3) Weekly Status of Email Traffic, (4) Summary of Prevented Malicious Activity, and (5) Summary of False Positives.						Services Readiness ² , or (2) March 17, 2019.			
SLR 58	Monthly Status Reports	Accuracy as determined by audit	Supplier will provide County with monthly status reports on the following: (1) a report of vulnerabilities detected by vulnerability scanning activities for each department, and (2) report of unused firewall rules for past one-hundred eighty (180) Calendar Days. Reports will be delivered in County approved formats.	100.0%	Monthly	Monthly	(Reports delivered to County - Reports owed to County) x 100	Monthly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	2%	2%	2%
General												
Personnel Continuity												
SLR 59	Supplier Personnel Continuity (Minimum Twelve (12) Months)	Length of retention of Supplier Personnel	85% of the Supplier Personnel will remain on the County account for at least twelve (12) months. Each member of Supplier Personnel is measured individually, subject to County Approval of any exception. The measurement of the retention period for Supplier Personnel will commence as of the later of the Reference Date or the day the Supplier Personnel transfers into the County account and continues until such Supplier Personnel exits the County account.	85%	Monthly	Monthly	((Total number of Supplier Personnel in a calendar month minus the number of Supplier Personnel who leave the County account with less than twelve (12) months of service on the County account in the same calendar month), divided by the total number of Supplier Personnel in the same calendar month), multiplied by 100.	Monthly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² and County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
SLR 60	Supplier Personnel Continuity (Established Supplier Personnel)	Length of retention of Established Supplier Personnel	<p>For all Supplier Personnel who have remained on the County account for at least eighteen (18) months (as used herein, “Established Supplier Personnel”):</p> <p>(a) During each calendar quarter of the Initial Term (excluding the final six (6) months of the Term): No more than two (2) Established Supplier Personnel allowed to transition to another account</p> <p>(b) During each calendar quarter of the final six (6) months of the Term and the Termination Transition Period: No more than one (1) Established Supplier Personnel allowed to transition to another account.</p> <p>Each member of Supplier Personnel is measured individually, subject to County Approval of any exception. The measurement of the retention period for Supplier Personnel will commence as of the later of the Reference Date or the day the Supplier Personnel</p>	100%	Monthly	Monthly	<p>((Total number of Supplier Personnel in a calendar month minus the number of Established Supplier Personnel who leave the County account in excess of the limits set forth under the applicable Performance Target in the same calendar month), divided by the total number of Established Supplier Personnel in the same calendar month), multiplied by 100.</p>	Monthly Report from Supplier	<p>Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness² and County’s Approval of Written Acknowledgement of Security Operations Center Services Readiness², or (2) March 17, 2019.*</p> <p>* As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.</p>	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
			transfers into the County account and continues until such Supplier Personnel exits the County account.									
Supplier Access to County Facility and Network Within five (5) Business Days after the first Business Day of each calendar quarter, Supplier shall provide a report of all Supplier Personnel Approved by the County for delivery of Services pursuant to the Agreement in accordance with the process specified in the Policies, Procedures, and Guidelines, to measure Supplier's compliance with the following SLRs pertaining to the accuracy of the Supplier Personnel, which includes staff of Supplier's Subcontractors, accessing County Data, the County Data Center, and the County's Networks. Accuracy of data shall adhere to the following SLRs.												
SLR 61	Supplier Staff Physical Access to [REDACTED] per County [REDACTED]	Accuracy as determined by audit	Sample size of one hundred percent (100%) of the active [REDACTED] entries for Supplier Personnel as compared to the Supplier Staff Master File of Supplier Personnel actively Approved for the delivery of Services.	100.0%	Quarterly	Quarterly	Number of Supplier Personnel where access is determined to be correct / total number of Supplier Personnel	Manual comparison of [REDACTED] entries to Supplier Staff Master File - Comparison to be performed by County	None	N/A	7%	7%
SLR 62	Supplier Staff Logical Access to County Network by means of Active Directory Domain User Account	Accuracy as determined by audit	Sample size of one hundred percent (100%) of the OCIT Enterprise Active Directory System Domain accounts for Supplier Personnel as compared to the Supplier Staff Master File of Supplier Personnel actively Approved for the delivery of Services.	100.0%	Quarterly	Quarterly	Number of Supplier Personnel where access is determined to be correct / total number of Supplier Personnel	Manual comparison of Microsoft Active Directory System entries to Supplier Staff Master File - Comparison to be performed by County	None	N/A	7%	2%
Key Deliverables												
SLR 63	On-Time Performance of Key Deliverables	Performance date occurs on or before contractual delivery date	Supplier's performance of all Key Deliverables, including any Deliverables required for any Key Milestone, occurs in accordance with the Acceptance Criteria or other Requirements on or before the delivery or completion date for such Deliverable, set forth in an applicable Work Order for other Key Deliverables. Charge Reductions to be provided in	100%	Ongoing	Monthly	Whether Supplier's performance of the Deliverable in accordance with the Requirements occurred at a date later than the date set forth in the applicable Exhibit	Monthly Report from Supplier	None	N/A (Charge Reductions for Transition Deliverables and Critical Deliverables are as set forth under Section 3 (Transition Deliverables and Critical Deliverables) of Exhibit H (Service Level Requirements))	N/A (Charge Reductions for Transition Deliverables and Critical Deliverables are as set forth under Section 3 (Transition Deliverables and Critical Deliverables) of Exhibit H (Service Level Requirements))	N/A (Charge Reductions for Transition Deliverables and Critical Deliverables are as set forth under Section 3 (Transition Deliverables and Critical Deliverables) of Exhibit H (Service Level Requirements))

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (February, March, May, June, August, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (April and October)	Weighting Factor Monthly, Quarterly, and Semi-Annual SLRs (January and July)
			accordance with Section 3.1 (At-Risk Amount) of Exhibit H (Service Level Requirements).									

¹ All time measures in this column are based on a calendar year

² Unless a specific exception is provided in the Ramp-Up Period column for this SLR, the reference to County’s Approval of Written Acknowledgement of Converged Network Services Readiness, County’s Approval of Written Acknowledgement of Voice Communication Services Readiness, or County’s Approval of Written Acknowledgement of Security Operations Services Readiness, as applicable, is used as a proxy for a date, and is not intended to limit the application of this Ramp-Up Period to any Services not specifically identified.



EXHIBIT K, REVISION 1 (KEY PERSONNEL)
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT K
KEY PERSONNEL

No.	Key Personnel Role	Resource / Title	Contact
Supplier Key Personnel			
1.	Program Manager	Greg Mitchell Program Manager	Telephone: 714-299-3523 Email: Gregory.C.Mitchell@saic.com
2.	Transition Manager and Deputy Program Manager	Maureen D'Antonio Transition Manager	Telephone: 630-290-3438 Email: dantoniom@saic.com
3.	SOC Program Manager	Lee Winters SOC Program Manager	Telephone: 615-427-1569 Email: Ronald.L.Winters@saic.com
4.	Network	Eric Whitten Network Services/Service Delivery Manager	Telephone: 714-714-9673 Email: Eric.Whitten@saic.com
5.	Voice	Larry Metzger Voice Services/Voice Architect *During transition phase only Kevin Adkins Voice Services/Service Delivery Manager *Recurring service delivery – currently recruiting for this position	Telephone: 714-944-1022 Email: lmetzger@burwood.com Telephone: 949-299-5639 Email: kadkins@burwood.com
County Key Personnel			
6.	County IT Services Governance Manager	KC Roestenberg Assistant CIO and Chief Technology Officer	Telephone: 714-567-5075 Email: kc.roestenberg@ocit.ocgov.com



EXHIBIT T.2, REVISION 1 (TRANSITION-IN MILESTONES AND DELIVERABLES)

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT T.2**TRANSITION-IN MILESTONES AND DELIVERABLES****1. TRANSITION-IN MILESTONES**

No.	Transition-In Milestone	Key Deliverables Required to Complete Milestone	Acceptance Criteria	Completion Date	Transition-In Milestone Allocation
1.	Transition-In Plan Tasks and Resources Assigned	<ul style="list-style-type: none"> ▪ Deliverable 1 (Kick-off Meeting) ▪ Deliverable 2 (Transition-In Management Office) ▪ Deliverable 3 (Program Management Office) ▪ Deliverable 4 (Governance Model) ▪ Deliverable 13 (Transition-In Progress Reporting Dashboard) 	Complete all tasks and assign resources for Transition-In Plan and obtain County Approval	1/16/2019	7%
2.	Wall to Wall Asset Inventory Initiated	<ul style="list-style-type: none"> ▪ Deliverable 5 (Wall to Wall Asset Inventory Templates) 	Wall to wall Asset inventory (including validation of baselines) and provide twice-monthly status updates	1/4/2019	5%
3.	Transition-In Plan Deliverables Finalized	<ul style="list-style-type: none"> ▪ Deliverable 6 (Risk Management Plan) ▪ Deliverable 7 (Transition-In Change Management Plan) ▪ Deliverable 8 (Quality Assurance Management Plan) ▪ Deliverable 9 (Communication Management Plan) ▪ Deliverable 10 (Issues Management Plan) ▪ Deliverable 11 (Knowledge Transfer Management Plan) 	<p>Delivery of all County-Approved plan Deliverables for Transition-In for all FSA areas.</p> <p>Plan-specific Acceptance Criteria as to each Deliverable for this Milestone:</p> <ul style="list-style-type: none"> ▪ Final Plans incorporate, and are consistent with, County-provided input. ▪ Final Plans address all required elements described in Exhibit T.3 (Transition-In Plan). ▪ Final Plans have been Approved by County. 	1/24/2019	7%
4.	Voice Core Build Out, Test, and Validation Complete	<ul style="list-style-type: none"> ▪ Deliverable 25 (County Approval of Voice Core Build Out, Test, and Validation Complete) 	Complete build out, test, and validation of Voice core solution and obtain County Approval of readiness for migration start	4/12/2019	10%
5.	Tools Review Complete and Configuration Recommendations Provided	<ul style="list-style-type: none"> ▪ Deliverable 14 (Tools Review and Configuration Recommendations) 	Complete tools review and provide configuration recommendations and obtain County Approval	1/24/2019	10%
6.	Knowledge Transfer Complete and Knowledge Capture Systems Provided	<ul style="list-style-type: none"> ▪ Deliverable 15 (Knowledge Capture Systems) 	Submit written acknowledgement that knowledge transfer is complete and demonstrate knowledge capture systems and accessibility to County	2/24/2019	10%
7.	Steady State Team Onboarding Complete	<ul style="list-style-type: none"> ▪ Deliverable 12 (Written Acknowledgement of Subcontractor/Vendor Onboarding Process Completion) ▪ Deliverable 20 (Written Acknowledgement of Steady State Team Onboarding Completion) 	Steady state team onboarding complete (including background checks)	4/16/2019	5%
8.	Voice Core Migration Complete	<ul style="list-style-type: none"> ▪ Deliverable 22 (Written Acknowledgement of Voice Communication Services Readiness) 	Complete Transition-In activities from the incumbent voice solution to Supplier solution	9/6/2019	15%
9.	Wall to Wall Asset Inventory Complete	<ul style="list-style-type: none"> ▪ Deliverable 19 (Final Wall to Wall Asset Inventory) 	Complete wall to wall Asset inventory including validation of baselines and entry into CMDB	5/10/2019	10%

No.	Transition-In Milestone	Key Deliverables Required to Complete Milestone	Acceptance Criteria	Completion Date	Transition-In Milestone Allocation
10.	All Transition-In Tasks Complete and Final Acceptance by County	<ul style="list-style-type: none"> ▪ Deliverable 16 (Operational and SLR Reports) ▪ Deliverable 17 (Chargeback and Invoice System) ▪ Deliverable 18 (Processes and Procedures Manual) ▪ Deliverable 21 (Written Acknowledgement of Converged Network Services Readiness) ▪ Deliverable 23 (Written Acknowledgement of Security Operations Center Services Readiness) ▪ Deliverable 24 (Final Disaster Recovery Requirements and Written Acknowledgement of Disaster Recovery Readiness) 	All Transition-In tasks complete and Final Acceptance by County	1/31/2020	15%
11.	█████ Based UC Design Complete	<ul style="list-style-type: none"> ▪ Deliverable 28 (Acceptance of █████ Based UC Design and Implementation Plan) 	Delivery of █████ UC Design and Implementation Plan	12/2/2019	3%
12.	█████ Based UC Functionality Complete	<ul style="list-style-type: none"> ▪ Deliverable 29 (Acceptance of █████ Based UC Functionality) 	All █████ Based UC Functionality Implemented	1/31/2020	3%

2. TRANSITION-IN DELIVERABLES

No.	Transition-In Deliverable	Acceptance Criteria	Weighting Factor	Completion Date
1.	Kick-off Meeting	Kick-off Meeting materials (agenda, roster, presentation materials, attendance sheet, minutes, and summary report) incorporate, and are consistent with, County-provided input, and have been Approved by County	2%	11/14/2018
2.	Transition-In Management Office	Transition-In Management Office established and Approved by County	3%	11/8/2018
3.	Program Management Office	Program Management Office established and Approved by County	2%	1/10/2019
4.	Governance Model	Governance Model established and Approved by County	2%	1/16/2019
5.	Wall to Wall Asset Inventory Templates	Wall to Wall Asset Inventory Templates incorporate, and are consistent with, County-provided input, and have been Approved by County	4%	1/4/2019
6.	Risk Management Plan	Risk Management Plan incorporates, and is consistent with, County-provided input, and has been Approved by County	3%	1/9/2019
7.	Transition-In Change Management Plan	Transition-In Change Management Plan incorporates, and is consistent with, County-provided input, and has been Approved by County	2%	12/24/2018
8.	Quality Assurance Management Plan	Quality Assurance Management Plan incorporates, and is consistent with, County-provided input, and has been Approved by County	2%	1/24/2019
9.	Communication Management Plan	Communication Management Plan incorporates, and is consistent with, County-provided input, and has been Approved by County Communication Management Plan frameworks, templates and Best Practices include all required elements described in Exhibit T.3 (Transition-In Plan).	4%	12/24/2018
10.	Issues Management Plan	Issues Management Plan incorporates, and is consistent with, County-provided input, and has been Approved by County	2%	12/24/2018
11.	Knowledge Transfer Management Plan	Knowledge Transfer Management Plan incorporates, and is consistent with, County-provided input, and has been Approved by County	2%	12/19/2018

No.	Transition-In Deliverable	Acceptance Criteria	Weighting Factor	Completion Date
12.	Written Acknowledgement of Subcontractor/Vendor Onboarding Process Completion	Written Acknowledgement of Subcontractor/Vendor Onboarding Process Completion includes evidence of completion and has been Approved by County	5%	1/3/2019
13.	Transition-In Progress Reporting Dashboard	Transition-In Progress Reporting Dashboard incorporates, and is consistent with, County-provided input, and has been Approved by County	4%	12/17/2018
14.	Tools Review and Configuration Recommendations	Tools Review and Configuration Recommendations have been provided to, and Approved, by County	1%	1/24/2019
15.	Knowledge Capture Systems	Knowledge Capture Systems incorporate, and are consistent with, County-provided input, and have been Approved by County	3%	12/24/2018
16.	Operational and SLR Reports	Operational and SLR Reports incorporate, and are consistent with, County-provided input, and have been Approved by County	2%	2/26/2019
17.	Chargeback and Invoice System	Chargeback and Invoice System incorporates, and is consistent with, County-provided input, and has been Approved by County	2%	2/15/2019
18.	Processes and Procedures Manual	Processes and Procedures Manual incorporates, and is consistent with, County-provided input, and has been Approved by County	4%	1/17/2019
19.	Final Wall to Wall Asset Inventory	Final Wall to Wall Asset Inventory has been provided to, and Approved by, County	5%	5/10/2019
20.	Written Acknowledgement of Steady State Team Onboarding Completion	Written Acknowledgement of Steady State Team Onboarding Completion includes evidence of completion and has been Approved by County	4%	4/16/2019
21.	Written Acknowledgement of Converged Network Services Readiness	Written Acknowledgement of Converged Network Services Readiness includes evidence of readiness and has been Approved by County	10%	3/13/2019
22.	Written Acknowledgement of Voice Communication Services Readiness	Written Acknowledgement of Voice Communication Services Readiness includes evidence of readiness and has been Approved by County	10%	9/6/2019
23.	Written Acknowledgement of Security Operations Center Services Readiness	Written Acknowledgement of Security Operations Center Services Readiness includes evidence of readiness and has been Approved by County	10%	3/15/2019
24.	Final Disaster Recovery Requirements and Written Acknowledgement of Disaster Recovery Readiness	Final Disaster Recovery Requirements incorporate, and are consistent with, County-provided input, and have been Approved by County and Written Acknowledgement of Disaster Recovery Readiness includes evidence of readiness and has been Approved by County	1%	4/12/2019
25.	County Approval of Voice Core Build Out, Test, and Validation Complete	Voice Core Acceptance Test Complete and Approved by County	3%	4/12/2019
26.	Security Assessment	Security Assessment Complete and Delivered to the County	3%	7/12/2019
27.	Network Assessment	Network Assessment Complete and Delivered to the County	3%	7/19/2019
28.	█████ Based UC Design and Implementation Plan	Delivery of █████ UC Design and Implementation Plan	1%	12/2/2019
29.	█████ Based UC Functionality	All █████ Based UC Functionality Implemented	1%	1/31/2020