TYPE 2 WORK ORDER #CY7-001

DATA CENTER AD HOC SERVER SUPPORT

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<u>**TYPE 2 WORK ORDER #CY7-001**</u>

This Type 2 Work Order #CY7-001 ("**Work Order**") is an attachment and addition to the IT Services Agreement dated as of the Effective Date (hereinafter "**Agreement**") entered into by and between County of Orange ("**County**") and Science Applications International Corporation ("**Vendor**") and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Other Services Work Order, the terms of the Agreement shall prevail and nothing in this Other Services Work Order shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Requirements, Schedules, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the change control process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Type 2 Work Order #CY7-001.

1.   WORK ORDER NUMBER

CY7-001

2.   EFFECTIVE DATE

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

3.   PROJECT NAME

Data Center Ad Hoc Server Support

4.   PROJECT SUMMARY

The County hereby requests that the Vendor assist the County by performing ad hoc server Services projects.

5.   BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

Orange County Information Technology ("**OCIT**") requires ad hoc Wintel server Services IT projects.

6.   WORK ORDER TYPE

☒   Other Services only Work Order (for Work Orders that do not include base Services elements)

☐   Other Services and base Services combination Work Order (for Work Orders that include both Other Services and base Services elements)

     As to Other Services and base services combination Work Orders, provide a description of each of the Other Services and base Services components of this Work Order:

N/A

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6.1. Staffing Resource Order

☒ Staffing Resource Order Services.   Notwithstanding any other provision of the Agreement, County agrees that overtime, as required by applicable law, will be paid by County for Vendor Personnel performing staff augmentation Services, only upon prior written approval by County to Vendor for overtime eligible Services to be performed by Vendor Personnel.

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
Project Manager	Tim Taylor	timothy.c.taylor@saic.com	Project Management support as described in Section 9.1.2 of this Work Order	OC Data Center
Project Manager	Ben Page	benjamin.c.page@saic.com	Project Management support as described in Section 9.1.2 of this Work Order	OC Data Center
Project Manager	Edna Suffredini	edna.suffredini@saic.ocgov.com	Project Management support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Mike Solomon	mike.solomon@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Talivu Porter	talivu.porter@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Wil Tomkiel	william.tomkiel@saic.ocgov.com	System Administration support as described in Section 9.1.2 of	OC Data Center

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Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
			this Work Order	
System Administrator/Operator	Daniel Anderson	Daniel.Anderson@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Edwin Gabor	edwin.gabor@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Daren Heng	daren.heng@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Joseph Almeida	Joseph.Almeida@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Bill Lu	bill.lu@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Steven Shapiro	steven.shapiro@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center

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Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
System Administrator/Operator	Moses Ng	moses.ng@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Tim Pham	tim.pham@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Mike Tran	mike.tran@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
Storage Management Engineer	Bill Clements	bclements@vology.com	Storage Management Engineering support as described in Section 9.1.2 of this Work Order	OC Data Center
Storage Management Engineer	Bert Macias	bmacias@vology.com	Storage Management Engineering support as described in Section 9.1.2 of this Work Order	OC Data Center
Storage Management Engineer	Osman Mohammed	OMohammed@vology.com	Storage Management Engineering support as described in Section 9.1.2 of this Work Order	OC Data Center

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Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
Database Administrator	Alex Arkof	alex.arkof@saic.ocgov.com	Database Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
Database Administrator	Nikolay Brodsky	nikolay.brodsky@saic.ocgov.com	Database Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
Security System Engineer	Kaija Vargas	Kaija.Vargas@saic.ocgov.com	Security System Engineering support as described in Section 9.1.2 of this Work Order	OC Data Center
Technical Architect	Donny Parrot	DONNY.W.PARROTT@saic.com	Technical Architecting support as described in Section 9.1.2 of this Work Order	OC Data Center

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

County Sponsor	KC Roestenberg, Assistant Chief Information Officer
Service Request Number	WO #11
County Budget Info	Various. Depends on the department that submitted the request.

8. VENDOR ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Greg Mitchell	gregory.c.mitchell@saic.com	Program Management
Data Center Director	Dave Snyder	david.snyder@saic.ocgov.com	Project Oversight
PMO Manager	Ben Page	benjamin.c.page@saic.com	PMO
Project Manager	Tim Taylor	timothy.c.taylor@saic.com	Project Management

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)
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Resource Title	Name	Contact Information	Responsibilities
Project Manager	Edna Suffredini	Edna.Suffredini@saic.ocgov.com	Project Management
System Administrator/Operator	Mike Solomon	mike.solomon@saic.ocgov.com	System Administration
System Administrator/Operator	Talivu Porter	talivu.porter@saic.ocgov.com	System Administration
System Administrator/Operator	Wil Tomkiel	william.tomkiel@saic.ocgov.com	System Administration
System Administrator/Operator	Daniel Anderson	daniel.anderson@saic.ocgov.com	System Administration
System Administrator/Operator	Edwin Gabor	edwin.gabor@saic.ocgov.com	System Administration
System Administrator/Operator	Daren Heng	daren.heng@saic.ocgov.com	System Administration
System Administrator/Operator	Joseph Almeida	joseph.almeida@saic.ocgov.com	System Administration
System Administrator/Operator	Bill Lu	bill.lu@saic.ocgov.com	System Administration
System Administrator/Operator	Steven Shapiro	steven.shapiro@saic.ocgov.com	System Administration
System Administrator/Operator	Moses Ng	moses.ng@saic.ocgov.com	System Administration
System Administrator/Operator	Tim Pham	tim.pham@saic.ocgov.com	System Administration
System Administrator/Operator	Mike Tran	mike.tran@saic.ocgov.com	System Administration
Storage Management Engineer	Bill Clements	bclements@vology.com	Storage Management Engineering
Storage Management Engineer	Bert Macias	bmacias@vology.com	Storage Management Engineering
Storage Management Engineer	Osman Mohammed	omohammed@vology.com	Storage Management Engineering
Database Administrator	Alex Arkof	alex.arkof@saic.ocgov.com	Database Administration
Database Administrator	Nikolay Brodsky	nikolay.brodsky@saic.ocgov.com	Database Administration
Security System Engineer	Kaija Vargas	kaija.vargas@saic.ocgov.com	Security System Engineering
Technical Architect	Donny Parrott	DONNY.W.PARROTT@saic.com	Technical Architecting

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9.   PROJECT SCHEDULE & SERVICES

9.1.   Services:

Upon Vendor's receipt of a Service Request from County for a Service(s) described below, the Vendor will, on an hourly time and materials ("**T&M**") basis:

9.1.1   <u>County eDiscovery, Human Resources Investigations and California Public Records Act Requests:</u>

Perform eDiscovery, Human Resources ("**HR**") investigations and California Public Records Act ("**PRA**") requests for the email environments and file servers of the departments listed below as directed and approved by the County Chief Information Security Officer or his/her designee. OCIT and the following departments are authorized to receive such Services: Orange County Public Works ("**OCPW**"), Orange County Community Resources ("**OCCR**"), Orange County Probation Department ("**PROB**"), Orange County Child Support Services ("**CSS**"), Orange County Waste and Recycling ("**OCWR**") shared services, Children and Families Commission of Orange County ("**CFCOC**"), County Counsel ("**COCO**"), Registrar of Voters ("**ROV**"), Board of Supervisors ("**BOS**"), HR, Risk Management, Purchasing, Real Estate/Land Development, Clerk of the Board ("**COB**"), and County Executive Office ("**CEO**").

9.1.1.1   As to the eDiscovery Services, the County Chief Information Security Officer ("**CISO**") and/or their designee may identify to Vendor, following the established eDiscovery process, matters considered by County to be a "Significant eDiscovery Matter" where, prior to the start of each Significant eDiscovery Matter: (1) the County shall provide Vendor with one County defined billing account code that includes a unique title designated by the County for each Significant eDiscovery Matter; and (2) Vendor shall invoice the County for all Vendor billable labor for each Significant eDiscovery Matter. As part of each monthly invoice Vendor submits to County for all the above Services described in this Section 9.1.1, said invoice shall track for each Significant eDiscovery Matter:

9.1.1.1.1   The quantities of hours and dollars of all billable Services performed on each Significant eDiscovery Matter;

9.1.1.1.2   The name and applicable labor category of each Vendor employee who performed such Significant eDiscovery Matter Services; and

9.1.1.1.3   The hourly rate for each Vendor employee who performed such Significant eDiscovery Matter Services.

9.1.1.2   The Parties agree that notwithstanding any other provision of this Work Order, Services performed by Vendor under this Work Order may be performed using, in Vendor's reasonable discretion, and with County's written approval, any then currently authorized Labor Category(s) agreed to in this Work Order, including junior and senior levels of such Labor Category(s).

9.1.2   Provide support for the County's Wintel server services end of life ("**EOL**") refresh project to upgrade Wintel server services environments that have reached EOL.

9.1.3   Provide support to the County with its migration from Microsoft Exchange on premise to Microsoft O365.

9.1.4   Provide IT onboarding support for the annual changes in the County's Grand Jury panel.

9.1.5   Provide support for the upgrade or design changes of the County's enterprise OnBase

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environment.

9.1.6   Provide ad hoc Wintel server services projects as directed and authorized by the County, other than the Services described in Section 9.1.2 above.

9.2.   Services Process:

The process for County to receive any of the above ad hoc Services is as follows:

9.2.1   The County will submit a Service Request to Vendor with the requirements for ad hoc Services.

9.2.2   Vendor will provide a Time and Materials hourly estimate and a proposed estimated schedule to perform such Services.

9.2.3   As evidence of County's authorization for Vendor to perform such Services at the estimated price and schedule, the County will provide the billing account code ("**BAC")** code for authorization for the requested Services.

9.2.4   Vendor will create a unique charge number specific to the BAC code for time charging.

9.2.5   Vendor will update the project ticket and provide updates to the County as to the status and progress of the Services for each County authorized Service Request.

9.3.   Tasks

No.	Task	Start Date	End Date	Duration
1.	Provide Wintel System Administrator/Operator staff support	2/3/2020	End of 6/30/2021	Approx. 17 months
2.	Provide Security Systems Engineering staff support	2/3/2020	End of 6/30/2021	Approx. 17 months
3.	Provide Database Administrator staff support	2/3/2020	End of 6/30/2021	Approx. 17 months
4.	Provide Storage Management Engineering staff support	2/3/2020	End of 6/30/2021	Approx. 17 months
5.	Provide Project Management staff support	2/3/2020	End of 6/30/2021	Approx. 17 months
6.	Provide Technical Architect staff support	2/3/2020	End of 6/30/2021	Approx. 17 months

9.4.   Training

N/A

9.5.   Software

N/A

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9.6. Risks and Risk Mitigation

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	N/A				

10. PRICING SUMS

PRICING SUMS	
Maximum Project Fees	$2,271,136
Key Milestone Fees	N/A

10.1. Equipment and Other Assets

N/A

11. ACCEPTANCE

Subsections 11.1 through 11.4 are not applicable as agreed to in Section 15.

11.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section 14 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

11.2. Acceptance Testing

Unless explicitly provided in this Work Order, the Acceptance Tests shall be as described in this Work Order and otherwise defined in the Agreement.

11.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 8.3 of the Agreement.

11.4. Final Acceptance Sign-Off Procedure

N/A

12. PROJECT REPORTS

Provide the following Reports:

- Weekly Project status reports – project reporting to be provided through the bi-weekly Projects ORT meeting.

- Project kickoff event summary report – N/A

- Project close-out cost and key learning report – NA

- As needed written reports as may be reasonably requested by County to monitor the status of the Services under this Work Order

- Other (provide description):

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N/A

13. ADDITIONAL REQUIREMENTS

13.1. Assumptions

13.1.1. The Services to be provided under this Work Order on an ad hoc basis, are Services defined as support of department infrastructure and applicable software that is not covered by an in-scope Service / resource unit ("**RU**") already delineated in the Agreement.

13.1.2. The County is responsible for providing, at its sole expense, all equipment to be used for storage (e.g., hard drives, USB drives, network attached storage, etc.) needed for Vendor to perform the Services.

13.1.3. All Services, except as otherwise agreed to in an authorized Service Request and/or Section 9 herein, will be managed by Vendor.

13.1.3.1. Vendor will have access to the relevant Client Access Server ("**CAS**") servers, Exchange Control Panel and PowerShell for OCPW, CSS, OCCR, PROB and OCWR.

13.1.3.2. Vendor will be assigned the following roles for Active Directory accounts in the above Exchange service environments:

Role	Allows
Discovery Management	Multi-Mailbox Search and Litigation Hold
Mailbox Import Export	Exporting of e-Discovery results to Personal Storage Table ("**PST**") file
Mail Recipient Creation	Discovery Mailbox Creation
Retention Management	Allows adding text to Retention Comments attribute

13.1.3.3. The current process used for e-Discovery, HR Investigations and PRAs will follow the existing Vendor process. OCIT Security personnel will engage directly with Vendor's CISO, Lee Winters, for coordination and management of tasks originating from this scope.

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14.   DELIVERABLES

	DELIVERABLES				
No.	**Deliverable Name**	**Key Deliverable? (Y/N)**	**Deliverable Date**	**Acceptance Criteria**	**Weighting Factor***
1.	N/A	N/A	N/A	N/A	N/A

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

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15.   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.	Provide Services described in Section 9 of this Work Order.	N/A	N/A	▪ None	N/A	N/A	N/A	17	There are no monthly Milestone payments.

* As this is a T&M staff augmentation Work Order the Parties agree that, notwithstanding any other provision of this Work Order and the Agreement, there are no Milestones and no Key Milestones and Vendor shall only be paid each month for the invoiced actual hour(s) of staff augmentation Services performed by Vendor Personnel billed pursuant to the Option 2 – Time and Materials provisions of Section 16.1 of this Work Order. It is also agreed that notwithstanding any other provisions of the Agreement and consistent with Section 7.4 of the Agreement, including Section 4.1 of Schedule 4, the provision of such hourly Services is the Deliverable, which is not subject to Fee Reductions, Acceptance Criteria and Final Acceptance. However, the Agreement requires that such hourly Services shall be performed pursuant to Section 21.1.2 (Service Delivery) of the Agreement.

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16.   INVOICING

16.1.   Fees

[Option 1 – Fixed Fee]

*The total Fees to be paid by County to Vendor for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be $_____ (the "**Fixed Fee Fees**"). For the avoidance of doubt, Vendor 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 Vendor to provide such Services.*

Vendor shall specify the percentage and dollar allocations of the Fixed Fee Fees and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	N/A				
	Est. Total Labor				
	Fixed Fee Fees				

Option 2 - Time and Materials

County will be billed on an hourly basis pursuant to the rates and approved pricing set forth in Appendix 3.1 to Schedule 3 based upon the actual hours worked by Vendor Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Vendor estimates that the Fees for all Time and Materials to complete the Services under this Work Order are $2,271,136. The foregoing represents Vendor's best, good faith estimate of the Fees 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, Vendor will provide written notice to County and obtain County's written approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Vendor for work rendered in excess of the above estimate prior to the County's written approval of additional Fees in excess of Vendor's estimate, or (2) in excess of the Maximum Project Charges.

Vendor shall specify the estimated allocations for the Time and Materials estimate and estimated hours for each Vendor Resource Title.

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestones - Provide Services described in Section 9							
1.	System Administrator/ Operator	Senior	Onsite (Customer)	$123	15,179.50	N/A	$1,867,078.50
2.	Security System Engineer	Junior	Onsite (Customer)	$145	1,405.50	N/A	$203,797.50
3.	Project Manager	Senior	Onsite (Customer)	$190	1,054.00	N/A	$200,260.00
4.	Storage Management Engineer	Senior	Onsite (Customer)	$138	0	N/A	$0

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5.	Database Administrator	Senior	Onsite (Customer)	$148	0	N/A	$0
6.	Technical Architect	Senior	Onsite (Customer)	$209	0	N/A	$0
Milestone Totals					17,639	N/A	$2,271,136.00
Est. Total Labor/Est. T&M Fees					17,639	N/A	$2,271,136.00

[Option 3 – Pass Through Plus Mark-Up]

County will be billed on a pass through plus Mark-Up basis, pursuant to Section 3.1.7. of Schedule 3, for third party goods and services acquired on behalf of County by Vendor. Vendor estimates that the Fees for all pass through plus mark-up Deliverables are collectively $_____. The foregoing represents Vendor's best, good faith estimate of the Fees 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, Vendor 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 Vendor for work rendered in excess of the above estimate prior to the County's Approval of additional Fees in excess of Vendor's estimate.

Vendor shall specify the percentage and dollar allocations for the pass through plus mark-up Fees by line item as provided in the sample below. Vendor's hourly rates must be consistent with rates set forth under Appendix 3.1 to Schedule 3.

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.	N/A				
Total Pass Through Plus Mark-Up Fees					

16.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Section 11.3 of the Agreement.

16.3. Pass Through Expenses

None

17. ATTACHMENTS

N/A

18. CHANGES

No changes to this Work Order shall be effective without prior County approval.

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19.   VENDOR PERSONNEL COSTS

Pursuant to Schedule 3, there shall be no Fees to County under this Work Order for any entertainment, vacation, sick time, holidays, paid time off, or other similar costs or expenses in connection with the Vendor Personnel.

20.   TERMINATION

Pursuant to Section 14.2 (Termination by the County 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 14.2 (Termination by the County for Convenience) of the Agreement.

[Signatures provided on the following page]

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IN WITNESS WHEREOF, the undersigned have caused this Work Order to be duly executed and effective as of the Effective Date.

Science Applications International Corporation   **County of Orange**

Signature: _Vincent R. Magaña_____   Signature: _____

Authorized Representative   Authorized Representative

Name: Vincent R. Magaña_____   Name: Joel Golub_____

Title: Contracts, Senior Principal_____   Title: County Chief Information Officer_____

Date: December 2, 2019_____   Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

_Patrick Bruso_____

Patrick Bruso, Deputy County Counsel

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WORK ORDER #CY7-002

ORANGE COUNTY SHERIFF'S DEPARTMENT PROJECT MANAGER ("PM")
AND BUSINESS ANALYST ("BA") STAFF SUPPORT

COUNTY OF ORANGE
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WORK ORDER #CY7-002
ORANGE COUNTY SHERIFF'S DEPARTMENT PROJECT
MANAGER ("PM") AND BUSINESS ANALYST ("BA") STAFF
SUPPORT

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<u>**WORK ORDER #CY7-002**</u>

This Work Order #CY7-002 ("**Work Order**") is an attachment and addition to the IT Services Agreement dated as of the Effective Date (hereinafter "**Agreement**") entered into by and between County of Orange ("**County**") and Science Applications International Corporation ("**Vendor**") and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Other Services Work Order, the terms of the Agreement shall prevail and nothing in this Other Services Work Order shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Requirements, Schedules, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the change control process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Work Order.

1.   WORK ORDER NUMBER

CY7-002

2.   EFFECTIVE DATE

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

3.   PROJECT NAME

Orange County Sheriff's Department Project Manager ("PM") and Business Analyst ("BA") Staff Support

4.   PROJECT SUMMARY

The County hereby requests that the Vendor assist the Orange County Sheriff's Department ("OCSD") by providing full time staff augmentation support for two (2) full time senior Project Managers and one (1) full time senior Business Analyst to support multiple OCSD IT projects to be managed exclusively by OCSD, all of which are and shall fall within the scope of Services described in this Work Order.

5.   BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

OCSD requires staff augmentation to provide PM and BA support on multiple IT projects.

6.   WORK ORDER TYPE

☒   Other Services only Work Order (for Work Orders that do not include base Services elements)

☐   Other Services and base Services combination Work Order (for Work Orders that include both Other Services and base Services elements)

   As to Other Services and base services combination Work Orders, provide a description of each of the Other Services and base Services components of this Work Order:

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)   ORANGE COUNTY SHERIFF'S DEPARTMENT PROJECT MANAGER ("PM") AND BUSINESS ANALYST ("BA") STAFF SUPPORT

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N/A

6.1. Staffing Resource Order

☒ Staffing Resource Order Services.   Notwithstanding any other provision of the Agreement, County agrees that overtime, as required by applicable law, will be paid by County for Vendor Personnel performing staff augmentation Services, only upon prior written approval by County to Vendor for overtime eligible Services to be performed by Vendor Personnel.

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
Project Manager, Senior	Robert Schinowsky	rschinowsky@ocsd.org	PM support as described in Section 9.1.1.1 of this Work Order	OCSD
Project Manager, Senior	Brian Slauson	TBD	PM support as described in Section 9.1.1.1 of this Work Order	OCSD
Business Analyst, Senior	Khan Morshed	TBD	BA support as described in Section 9.1.1.2 of this Work Order	OCSD

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

County Sponsor	Kirk Wilkerson, Director/CIO OCSD
Service Request Number	WO #CY4-010
County Budget Info	SH99X

8. VENDOR ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Greg Mitchell	Gregory.C.Mitchell@saic.com	Program Management
PMO Manager	Ben Page	benjamin.c.page@saic.com	PMO
Project Manager, Senior	Robert Schinowsky	rschinowsky@ocsd.org	OCSD PM support
Project Manager, Senior	Brian Slauson	TBD	OCSD PM support
Business Analyst, Senior	Khan Morshed	TBD	OCSD BA support

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9. PROJECT SCHEDULE & SERVICES

9.1. Services:

The Vendor will, on an hourly time and materials ("T&M") basis:

9.1.1 Provide staff augmentation Services in the form of two (2) full time Senior Project Managers and one (1) full time Senior Business Analyst to support multiple OCSD IT projects to be managed exclusively by OCSD, as further described below. The County agrees that (1) it is responsible for providing daily direction to such Vendor Personnel as to what Services the County wishes such Vendor Personnel to perform; and (2) there may be instances where Vendor cannot provide such Vendor Personnel on a full time basis for reasons outside of the reasonable control of Vendor, including but not limited to illness, vacation, absences required by law and normal employee turnover.

9.1.1.1 The two (2) full time Senior Project Managers will perform, but not be limited, to the following staff augmentation Services:

A. Work with OCSD users to define the full project scope and the project outcomes that are expected.
B. Assist with project planning to define the IT Team members and OCSD Subject Matter Experts ("SMEs") that are needed to complete the project.
C. Work with the OCSD designated project teams to assist with defining the project tasks, estimated time required to complete the tasks, and dependencies in order to develop the project schedule.
D. Meet with the OCSD project team regularly to assist with tracking the project progress and facilitate completion of project tasks within the agreed upon schedule.
E. Assist appropriate OCSD project team members to solve any issues that arise and to facilitate the resolution of such issues.
F. Track any project scope change requests and, as required, document OCSD management approval of any changes.
G. Provide project status to OCSD management, keeping them informed of the project progress and any issues that arise.
H. Facilitate the completion of IT projects on time, within budget and in alignment with the OCSD customer objectives.
I. Any other activities as assigned by OCSD management.

9.1.1.2 The one (1) full time Senior Business Analyst will perform, but not be limited, to the following staff augmentation Services:

A. Serve as the liaison between OCSD users and IT to define the business and technical requirements.
B. Interact with OCSD business stakeholders and SMEs in order to gather and analyze their business needs and translate them into IT requirements
C. Develop workflows to demonstrate how business is performed today.
D. Work with the IT Technical staff to translate the business requirements into potential IT solutions that meet the business need.
E. Assist with performing ongoing OCSD user testing to validate the system meets all of the defined business requirements and is working as planned.
F. Provide OCSD user training upon OCSD's request.

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G. Assists in the development of user documentation.
H. Any other activities as assigned by OCSD management.

No.	Task	Start Date	End Date	Duration
1.	Provide PM staff support	2/3/2020	End of 6/30/2021	17 months
2.	Provide PM staff support	2/3/2020	End of 6/30/2021	17 months
3.	Provide BA staff support	2/3/2020	End of 6/30/2021	17 months

9.2. Tasks

N/A

9.3. Training

The one (1) full time senior Business Analyst shall provide OCSD user training upon OCSD's request.

9.4. Software

N/A

9.5. Risks and Risk Mitigation

N/A

10. PRICING SUMS

PRICING SUMS	
Maximum Project Fees	$1,368,957
Key Milestone Fees	N/A

10.1.1. Equipment and Other Assets

N/A

11. ACCEPTANCE

11.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section 14 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

11.2. 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.

11.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 8.3 of the Agreement.

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11.4. Final Acceptance Sign-Off Procedure

N/A

12. PROJECT REPORTS

N/A

13. ADDITIONAL REQUIREMENTS

Vendor's ability to provide the staff augmentation Services herein is contingent upon Vendor Personnel identified in Section 8 herein, successfully passing County and the OCSD administered background investigations.

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14.   DELIVERABLES

DELIVERABLES					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1.	N/A	N/A	N/A	N/A	N/A

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

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)   ORANGE COUNTY SHERIFF'S DEPARTMENT PROJECT MANAGER ("PM") AND BUSINESS ANALYST
                                                                                                     ("BA") STAFF SUPPORT

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15.   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.	Provide PM staff support	N/A	N/A	▪ None	N/A	N/A	N/A	17	N/A
2.	Provide PM staff support	N/A	N/A	▪ None	-N/A	N/A	N/A	17	N/A
3.	Provide BA staff support	N/A	N/A	▪ None	N/A	N/A	N/A	17	N/A

* As this is a T&M staff augmentation Work Order the Parties agree that, notwithstanding any other provision of this Work Order and the Agreement, there are no Milestones and no Key Milestones and Vendor shall only be paid each month for the invoiced actual hour(s) of staff augmentation Services performed by Vendor Personnel billed pursuant to the Option 2 – Time and Materials provisions of Section 16.1 of this Work Order. It is also agreed that notwithstanding any other provisions of the Agreement and consistent with Section 7.4 of the Agreement, including Section 4.1 of Schedule 4, the provision of such hourly Services is the Deliverable, which is not subject to Fee Reductions, Acceptance Criteria and Final Acceptance. However, the Agreement requires that such hourly Services shall be performed pursuant to Section 21.1.2 (Service Delivery) of the Agreement.

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ORANGE COUNTY SHERIFF'S DEPARTMENT PROJECT MANAGER ("PM") AND BUSINESS ANALYST ("BA") STAFF SUPPORT

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16.   INVOICING

16.1.   Fees

[Option 1 – Fixed Fee]

*The total Fees to be paid by County to Vendor for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be $_____ (the "**Fixed Fee Fees**"). For the avoidance of doubt, Vendor 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 Vendor to provide such Services.*

Vendor shall specify the percentage and dollar allocations of the Fixed Fee Fees and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	N/A				
	Est. Total Labor				
	Fixed Fee Fees				

Option 2 – Time and Materials

County will be billed on an hourly basis pursuant to the rates and approved pricing set forth in Appendix 3.1 to Schedule 3 based upon the actual hours worked by Vendor Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Vendor estimates that the Fees for all Time and Materials to complete the Services under this Work Order are $1,368,957. The foregoing represents Vendor's best, good faith estimate of the Fees 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, Vendor will provide written notice to County and obtain County's written approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Vendor for work rendered in excess of the above estimate prior to the County's written approval of additional Fees in excess of Vendor's estimate, or (2) in excess of the Maximum Project Charges.

Vendor shall specify the estimated allocations for the Time and Materials estimate and estimated hours for each Vendor Resource Title.

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestone 1 – Provide PM staff support							
1.	Project Manager	Senior	Onsite (Customer)	$190	2,811	N/A	$534,090
Milestone Totals					2,811	N/A	**$534,090**
Milestone 2 – Provide PM staff support							

COUNTY OF ORANGE
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)

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ORANGE COUNTY SHERIFF'S DEPARTMENT PROJECT MANAGER ("PM") AND BUSINESS ANALYST ("BA") STAFF SUPPORT

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No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
1.	Project Manager	Senior	Onsite (Customer)	$190	2,811	N/A	$534,090
Milestone Totals					**2,811**	**N/A**	**$534,090**
Milestone 3 – Provide BA staff support							
1.	Business Analyst	Senior	Onsite (Customer)	$107	2,811	N/A	$300,777
Milestone Totals					**2,811**	**N/A**	**$300,777**
Est. Total Labor/Est. T&M Fees					**8,433**	**N/A**	**$1,368,957**

[Option 3 – Pass Through Plus Mark-Up]

County will be billed on a pass through plus Mark-Up basis, pursuant to Section 3.1.7. of Schedule 3, for third party goods and services acquired on behalf of County by Vendor. Vendor estimates that the Fees for all pass through plus mark-up Deliverables are collectively $_____. The foregoing represents Vendor's best, good faith estimate of the Fees 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, Vendor 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 Vendor for work rendered in excess of the above estimate prior to the County's Approval of additional Fees in excess of Vendor's estimate.

Vendor shall specify the percentage and dollar allocations for the pass through plus mark-up Fees by line item as provided in the sample below. Vendor's hourly rates must be consistent with rates set forth under Appendix 3.1 to Schedule 3.

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.	*N/A*				
Total Pass Through Plus Mark-Up Fees					

16.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Section 11.3 of the Agreement.

16.3. Pass Through Expenses

None

17. ATTACHMENTS

N/A

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)

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ORANGE COUNTY SHERIFF'S DEPARTMENT PROJECT
MANAGER ("PM") AND BUSINESS ANALYST ("BA") STAFF
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18.   CHANGES

No changes to this Work Order shall be effective without prior County Approval.

19.   VENDOR PERSONNEL COSTS

Pursuant to Schedule 3, there shall be no Fees to County under this Work Order for any entertainment, vacation, sick time, holidays, paid time off, or other similar costs or expenses in connection with the Vendor Personnel.
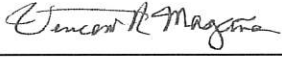
20.   TERMINATION

Pursuant to Section 14.2 (Termination by the County 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 14.2 (Termination by the County for Convenience) of the Agreement.

[Signatures provided on the following page]

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MANAGER ("PM") AND BUSINESS ANALYST ("BA") STAFF
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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

Signature: _Vincent R. Magaña_____

Authorized Representative

Name: _Vincent R. Magaña_____

Title: _Contracts, Senior Principal_____

Date: _November 4, 2019_____

County of Orange

Signature: _____

Authorized Representative

Name: _Joel Golub_____

Title: _County Chief Information Officer_____

Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

_____

Patrick Bruso, Deputy County Counsel

County of Orange
Science Applications International Corporation (SAIC)

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Work Order #CY7-002
Orange County Sheriff's Department Project Manager ("PM") and Business Analyst ("BA") Staff Support

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WORK ORDER #CY7-003

ORANGE COUNTY PROBATION DEPARTMENT STAFFING SUPPORT FOR DESKTOP AND SERVER ENVIRONMENTS

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WORK ORDER #CY7-003
ORANGE COUNTY PROBATION DEPARTMENT STAFFING
SUPPORT FOR DESKTOP AND SERVER ENVIRONMENTS

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<u>WORK ORDER #CY7-003</u>

This Work Order #CY7-003 ("**Work Order**") is an attachment and addition to the IT Services Agreement dated as of the Effective Date (hereinafter "**Agreement**") entered into by and between County of Orange ("**County**") and Science Applications International Corporation ("**Vendor**") and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Other Services Work Order, the terms of the Agreement shall prevail and nothing in this Other Services Work Order shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Requirements, Schedules, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the change control process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Work Order #CY7-003.

1.   WORK ORDER NUMBER

CY7-003

2.   EFFECTIVE DATE

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

3.   PROJECT NAME

Orange County Probation Department ("**Probation**") Staffing Support for Desktop and Server Environments

4.   PROJECT SUMMARY

The County hereby requests that the Vendor assist Probation by providing staff augmentation support by way of two (2) full time Junior Site Support Technicians and two (2) full time Junior System Administrator/Operators to support Probation's IT environment.

5.   BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

Probation requires staff augmentation to provide staffing support for desktop and server environments.

6.   WORK ORDER TYPE

☒   Other Services only Work Order (for Work Orders that do not include base Services elements)

☐   Other Services and base Services combination Work Order (for Work Orders that include both Other Services and base Services elements)

Ｔ As to Other Services and base services combination Work Orders, provide a description of each of the Other Services and base Services components of this Work Order:

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SUPPORT FOR DESKTOP AND SERVER ENVIRONMENTS

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N/A

6.1.   Staffing Resource Order

☒ Staffing Resource Order Services.   Notwithstanding any other provision of the Agreement, County agrees that overtime, as required by applicable law, will be paid by County for Vendor Personnel performing staff augmentation Services, only upon prior written approval by County to Vendor for overtime eligible Services to be performed by Vendor Personnel.

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
Site Support Technician, Junior	Daniel Reyes	Daniel.Reyes@prob.ocgov.com	Desktop technician support as described in Section 9.1.1.1	Probation
Site Support Technician, Junior	Michael Huynh	michael.huynh@SAIC.ocgov.com	Desktop technician support as described in Section 9.1.1.1	Probation
System Administrator/ Operator, Junior	David Boyack	david.boyack@saic.ocgov.com	Server administration support as described in Section 9.1.1.2	Probation
System Administrator/ Operator, Junior	Tu Nguyen	tu.nguyen@prob.ocgov.com	Server administration support as described in Section 9.1.1.2	Probation

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

County Sponsor	Bryan Prieto, Assistant Chief Probation Officer, (714) 645-7002
Service Request Number	WO #CY1-003
County Budget Info	PR01A

8.   VENDOR ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Greg Mitchell	Gregory.C.Mitchell@saic.com	Program Management
PMO Manager	Ben Page	benjamin.c.page@saic.com	PMO
Site Support Technician, Junior	Daniel Reyes	Daniel.Reyes@prob.ocgov.com	Desktop technician support

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SUPPORT FOR DESKTOP AND SERVER ENVIRONMENTS

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Resource Title	Name	Contact Information	Responsibilities
Site Support Technician, Junior	Michael Huynh	michael.huynh@SAIC.ocgov.com	Desktop technician support
System Administrator/ Operator, Junior	David Boyack	david.boyack@saic.ocgov.com	Server Administration support
System Administrator/ Operator, Junior	Tu Nguyen	tu.nguyen@prob.ocgov.com	Server Administration support

9. PROJECT SCHEDULE & SERVICES

9.1. Services:

The Vendor will, on an hourly time and materials ("**T&M**") basis:

9.1.1   Provide staff augmentation Services in the form of two (2) full time Junior Site Support Technicians and two (2) full time Junior System Administrator/Operators to support Probation's IT environment. Staff will be managed exclusively by Probation, as further described below. The County agrees that (1) it is responsible for providing daily direction to such Vendor Personnel as to what Services the County wishes such Vendor Personnel to perform; and (2) there may be instances where Vendor cannot provide such staff on a full time basis for reasons outside of the reasonable control of Vendor, including but not limited to illness, vacation, absences required by law and normal employee turnover.

9.1.1.1 The two (2) full time Junior Site Support Technicians will perform, but not be limited, to the following staff augmentation Services:

A. Perform support to end users for desktop-related hardware; and software testing, configuration and installation. Provide single point of contact for end users to receive support and maintenance on all desktop devices. Support includes installing, diagnosing, repairing, maintaining and upgrading all desktop and user-related equipment in users' environments to ensure optimal performances.

B. Develop and deliver desktop/printer/scanner/mobile devices/other IT devices related user menus/training. Provide users assistance where required.

C. Support Windows version 8.1 and up; and perform Windows administrative tasks.

D. Support MS Office suites products, version 2007 and up.

E. Troubleshoot desktop hardware, OS, application issues, terminal server and virtual private network ("**VPN**") access issues.

F. Support desktop peripherals such as scanners; network printers such as Lexmark T520, T644, X543, Xerox 8550, 3600 and 8570; signature pads and kiosk stations.

G. Provide support to Mobile Devices.

H. Provide support for in house special client workstations (e.g., AJS, ELETE, CAD, Kiosk and photo capture stations).

I. Any other activities as assigned by Probation management.

9.1.1.2 The two (2) full time Junior System Administrator/Operators will perform, but not be limited, to the following staff augmentation Services:

A. Engineering and provisioning of system administration related solutions for various projects/pilot projects and operational needs.

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)

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WORK ORDER #CY7-003
ORANGE COUNTY PROBATION DEPARTMENT STAFFING
SUPPORT FOR DESKTOP AND SERVER ENVIRONMENTS

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B. Install new/rebuild existing servers and configure hardware, peripherals, services, settings, directories, storage, etc. in accordance with standards and project/operational requirements.

C. Develop new systems and application implementation plans. Establish and maintain installation and configuration procedures. Develop and maintain systems operation procedures to maintain security and protect systems from unauthorized use, acts of nature and user abuse

D. Set up, configure, manage and maintain domain accounts, Transmission Control Protocol/Internet Protocol ("**TCP/IP**") associated with internet suites, systems/servers, desktop computers, printers including security policy/access management and control. Contribute to and maintain system standards.

E. Perform daily system monitoring, verifying the integrity and availability of all hardware, server resources, storage area network ("**SAN**") systems, distributed file system ("**DFS**"), other systems, and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups.

F. Perform daily, or as needed, backup to SAN operation environment, and the various development, quality control, and user testing environments. Ensure all required file systems and system data are successfully backed up to the appropriate media, recovery tapes or disks are created, and media is recycled and sent off site as necessary.

G. Provide administration and support on SAN, DFS, Microsoft exchange servers, Web gateway, etc. Build, configure, and support rDirectory.

H. Manage and maintain Symantec Artiris, Ghost Servers, all network printers/printer servers, workstation images.

I. Provide Tier II, III/other support per request from various constituencies. Investigate and troubleshoot issues on any standard, non-standard software/systems/applications

J. Repair and recover from hardware or software failures. Coordinate and communicate with impacted users.

K. Apply operating system security and hot patches and upgrades on a regular basis; and upgrade administrative tools and utilities. Configure/add new services as necessary.

L. Perform ongoing performance tuning, hardware/desktop/IT devices upgrades, and resource optimization as required. Configure central processing unit ("**CPU**"), memory, and disk partitions as required.

M. Meet, consult, and work with Orange County Data Center staff in setting up/deploy/removing servers and other network equipment as required by the business and/or County requirements, maintaining SLA3 servers, network connectivity, security of systems and data, and functionality of Probation applications. Perform periodic performance reporting to support capacity planning.

N. Support development of workflows to demonstrate how business is performed today.

O. Work with the IT Technical staff to translate the business requirements into potential IT solutions that meet the business need.

P. Assists in the development of user documentation.

Q. Any other activities as assigned by Probation management.

9.2. Tasks

No.	Task	Start Date	End Date	Duration
1.	Provide Site Support Technician staff support	2/3/2020	End of 6/30/2021	Approx. 17 months

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)

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No.	Task	Start Date	End Date	Duration
2.	Provide Site Support Technician staff support	2/3/2020	End of 6/30/2021	Approx. 17 months
3.	Provide System Administrator/ Operator staff support	2/3/2020	End of 6/30/2021	Approx. 17 months
4.	Provide System Administrator/ Operator staff support	2/3/2020	End of 6/30/2021	Approx. 17 months

9.3. Training

N/A

9.4. Software

N/A

9.5. Risks and Risk Mitigation

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	N/A				

10. PRICING SUMS

PRICING SUMS	
Maximum Project Fees	$882,654
Key Milestone Fees	N/A

10.1.1. Equipment and Other Assets

N/A

11. ACCEPTANCE

Subsections 11.1 through 11.4 are not applicable as agreed to in Section 15.

11.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section 14 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

11.2. 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.

11.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 8.3 of the Agreement.

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11.4. Final Acceptance Sign-Off Procedure

N/A

12. PROJECT REPORTS

N/A

13. ADDITIONAL REQUIREMENTS

Vendor's ability to provide the staff augmentation Services herein is contingent upon Vendor Personnel identified in Section 8 herein, successfully passing County and the Probation administered background investigations.

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**14.	DELIVERABLES**

DELIVERABLES					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1.	N/A	N/A	N/A	N/A	N/A

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

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15.   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.	Provide Site Support Technician staff support	N/A	N/A	▪ None	N/A	N/A	N/A	17	N/A
2.	Provide Site Support Technician staff support	N/A	N/A	▪ None	N/A	N/A	N/A	17	N/A
3.	Provide System Administrator/ Operator staff support	N/A	N/A	▪ None	N/A	N/A	N/A	17	N/A
4.	Provide System Administrator/ Operator staff support	N/A	N/A	▪ None	N/A	N/A	N/A	17	N/A

* As this is a T&M staff augmentation Work Order the Parties agree that, notwithstanding any other provision of this Work Order and the Agreement, there are no Milestones and no Key Milestones and Vendor shall only be paid each month for the invoiced actual hour(s) of staff augmentation Services performed by Vendor Personnel billed pursuant to the Option 2 – Time and Materials provisions of Section 16.1 of this Work Order. It is also agreed that notwithstanding any other provisions of the Agreement and consistent with Section 7.4 of the Agreement, including Section 4.1 of Schedule 4, the provision of such hourly Services is the Deliverable, which is not subject to Fee Reductions, Acceptance Criteria and Final Acceptance. However, the Agreement requires that such hourly Services shall be performed pursuant to Section 21.1.2 (Service Delivery) of the Agreement.

COUNTY OF ORANGE
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)

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WORK ORDER #CY7-003
ORANGE COUNTY PROBATION DEPARTMENT STAFFING SUPPORT FOR DESKTOP AND SERVER ENVIRONMENTS

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16.   INVOICING

16.1.   Fees

[Option 1 – Fixed Fee]

*The total Fees to be paid by County to Vendor for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be $_____ (the "**Fixed Fee Fees**"). For the avoidance of doubt, Vendor 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 Vendor to provide such Services.*

Vendor shall specify the percentage and dollar allocations of the Fixed Fee Fees and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	N/A				
	Est. Total Labor				
	Fixed Fee Fees				

Option 2 – Time and Materials

County will be billed on an hourly basis pursuant to the rates and approved pricing set forth in Appendix 3.1 to Schedule 3 based upon the actual hours worked by Vendor Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Vendor estimates that the Fees for all Time and Materials to complete the Services under this Work Order are $882,654. The foregoing represents Vendor's best, good faith estimate of the Fees 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, Vendor will provide written notice to County and obtain County's written approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Vendor for work rendered in excess of the above estimate prior to the County's written approval of additional Fees in excess of Vendor's estimate, or (2) in excess of the Maximum Project Charges.

Vendor shall specify the estimated allocations for the Time and Materials estimate and estimated hours for each Vendor Resource Title.

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestone 1 Provide Site Support Technician staff support							
1.	Site Support Technician	Junior	Onsite (Customer)	$59	2,811	N/A	$165,849
Milestone Totals					2,811	N/A	$165,849
Milestone 2 Provide Site Support Technician staff support							
2.	Site Support Technician	Junior	Onsite (Customer)	$59	2,811	N/A	$165,849
Milestone Totals					2,811	N/A	$165,849
Milestone 3 Provide System Administrator/ Operator staff support							

COUNTY OF ORANGE
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)

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WORK ORDER #CY7-003
ORANGE COUNTY PROBATION DEPARTMENT STAFFING
SUPPORT FOR DESKTOP AND SERVER ENVIRONMENTS

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3.	System Administrator/Operator	Junior	Onsite (Customer)	$98	2,811	N/A	$275,478
Milestone Totals					2,811	N/A	$275,478
Milestone 4 Provide System Administrator/ Operator staff support							
4.	System Administrator/Operator	Junior	Onsite (Customer)	$98	2,811	N/A	$275,478
Milestone Totals					2,811	N/A	$275,478
				Est. Total Labor	**11,244**	**N/A**	**$882,654**

[Option 3 – Pass Through Plus Mark-Up]

County will be billed on a pass through plus Mark-Up basis, pursuant to Section 3.1.7. of Schedule 3, for third party goods and services acquired on behalf of County by Vendor. Vendor estimates that the Fees for all pass through plus mark-up Deliverables are collectively $_____. The foregoing represents Vendor's best, good faith estimate of the Fees 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, Vendor 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 Vendor for work rendered in excess of the above estimate prior to the County's Approval of additional Fees in excess of Vendor's estimate.

Vendor shall specify the percentage and dollar allocations for the pass through plus mark-up Fees by line item as provided in the sample below. Vendor's hourly rates must be consistent with rates set forth under Appendix 3.1 to Schedule 3.

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.	N/A				
	Total Pass Through Plus Mark-Up Fees				

16.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Section 11.3 of the Agreement.

16.3. Pass Through Expenses

None

17. ATTACHMENTS

N/A

18. CHANGES

No changes to this Work Order shall be effective without prior County Approval.

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)   ORANGE COUNTY PROBATION DEPARTMENT STAFFING
SUPPORT FOR DESKTOP AND SERVER ENVIRONMENTS

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19. VENDOR PERSONNEL COSTS

Pursuant to Schedule 3, there shall be no Fees to County under this Work Order for any entertainment, vacation, sick time, holidays, paid time off, or other similar costs or expenses in connection with the Vendor Personnel.

20. TERMINATION

Pursuant to Section 14.2 (Termination by the County 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 14.2 (Termination by the County for Convenience) of the Agreement.

[Signatures provided on the following page]

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)   ORANGE COUNTY PROBATION DEPARTMENT STAFFING
SUPPORT FOR DESKTOP AND SERVER ENVIRONMENTS

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IN WITNESS WHEREOF, the undersigned have caused this Work Order to be duly executed and effective as of the Effective Date.

Science Applications International Corporation   **County of Orange**

Signature: _____   Signature: _____

      Authorized Representative   Authorized Representative

Name: Vincent R. Magaña _____   Name: Joel Golub _____

Title: Contracts, Senior Principal _____   Title: County Chief Information Officer _____

Date: November 14, 2019 _____   Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

_____

Patrick Bruso, Deputy County Counsel

COUNTY OF ORANGE
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)

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TYPE 2 WORK ORDER #CY7-004

ORANGE COUNTY SHERIFF'S DEPARTMENT CUSTOMER RELATIONSHIP MANAGEMENT CONSULTING SUPPORT

COUNTY OF ORANGE
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

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TYPE 2 WORK ORDER #CY7-004
ORANGE COUNTY SHERIFF'S DEPARTMENT CUSTOMER
RELATIONSHIP MANAGEMENT CONSULTING SUPPORT

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<u>**TYPE 2 WORK ORDER #CY7-004**</u>

This Type 2 Work Order #CY7-004 ("**Work Order**") is an attachment and addition to the IT Services Agreement dated as of the Effective Date (hereinafter "**Agreement**") entered into by and between County of Orange ("**County**") and Science Applications International Corporation ("**Vendor**") and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Other Services Work Order, the terms of the Agreement shall prevail and nothing in this Other Services Work Order shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Requirements, Schedules, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the change control process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Type 2 Work Order #CY7-004.

1.   WORK ORDER NUMBER

CY7-004

2.   EFFECTIVE DATE

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

3.   PROJECT NAME

Orange County Sheriff's Department Customer Relationship Management Consulting Support

4.   PROJECT SUMMARY

The County hereby requests that the Vendor assist the Orange County Sheriff's Department ("OCSD") by providing staff augmentation support by way of one (1) full time Senior System Engineer to support configuration, implementation and support of a commercial off-the-shelf Customer Relationship Management ("CRM") solution.

5.   BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

OCSD requires staff augmentation to provide System Engineer support for the configuration, implementation and support of a commercial off-the-shelf CRM solution.

6.   WORK ORDER TYPE

☒   Other Services only Work Order (for Work Orders that do not include base Services elements)

☐   Other Services and base Services combination Work Order (for Work Orders that include both Other Services and base Services elements)

COUNTY OF ORANGE   PAGE 2 OF 10 PAGES   TYPE 2 WORK ORDER #CY7-004
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION   ORANGE COUNTY SHERIFF'S DEPARTMENT CUSTOMER
                                                                             RELATIONSHIP MANAGEMENT CONSULTING SUPPORT

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As to Other Services and base services combination Work Orders, provide a description of each of the Other Services and base Services components of this Work Order:

N/A

6.1.   Staffing Resource Order

☒ Staffing Resource Order Services.   Notwithstanding any other provision of the Agreement, County agrees that overtime, as required by applicable law, will be paid by County for Vendor Personnel performing staff augmentation Services, only upon prior written approval by County to Vendor for overtime eligible Services to be performed by Vendor Personnel.

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
Systems Engineer, Senior	Binh Pham	bpham@ocsd.org	CRM solution support as described in Section 9.1.1.1 of this Work Order	OCSD

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

County Sponsor	Kirk Wilkerson, Director/CIO OCSD
Service Request Number	WO #CY4-009
County Budget Info	SH99X

8.   VENDOR ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Greg Mitchell	Gregory.C.Mitchell@saic.com	Program Management
PMO Manager	Ben Page	benjamin.c.page@saic.com	PMO
Systems Engineer, Senior	Binh Pham	bpham@ocsd.org	Support CRM solution

9.   PROJECT SCHEDULE & SERVICES

9.1.   Services:

The Vendor will, on an hourly time and materials ("T&M") basis:

9.1.1   Provide staff augmentation Services in the form of one (1) full time Senior Systems Engineer to provide services to OCSD for their implementation of a commercial off-the-shelf CRM solution. The Systems Engineer will be managed exclusively by OCSD, as further described below. The County agrees that (1) it is responsible for providing daily direction to such Vendor Personnel as to what Services the County wishes such Vendor Personnel to perform; and (2) there may be instances where Vendor cannot provide such Vendor Personnel on a full time basis for reasons outside of the reasonable control of Vendor, including but not limited to illness, vacation, absences required by law and normal employee turnover.

9.1.1.1 The one (1) full time Senior Systems Engineer will perform, but not be limited, to the following staff augmentation Services:

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

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TYPE 2 WORK ORDER #CY7-004
ORANGE COUNTY SHERIFF'S DEPARTMENT CUSTOMER
RELATIONSHIP MANAGEMENT CONSULTING SUPPORT

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A. Provide Microsoft Dynamics CRM engineering services to support the implementation of the CRM solution.
B. Obtaining from OCSD information about OCSD's business requirements for the CRM solution.
C. Customize and configure the CRM solution to align with the business requirements relayed by OCSD.
D. Provide ongoing support of the CRM solution as needed by OCSD during the term of this Work Order.
E. Any other activities as assigned by OCSD management.

9.2. Tasks

No.	Task	Start Date	End Date	Duration
1.	Provide staff augmentation support Services by providing a Senior Systems Engineer.	2/3/2020	End of 6/30/2021	Approx. 17 months

9.3. Training

N/A

9.4. Software

N/A

9.5. Risks and Risk Mitigation

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	N/A				

10. PRICING SUMS

PRICING SUMS	
Maximum Project Fees	$461,004.00
Key Milestone Fees	N/A

10.1.1. Equipment and Other Assets

N/A

11. ACCEPTANCE

Subsections 11.1 through 11.4 are not applicable as agreed to in Section 15.

11.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section 14 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION   ORANGE COUNTY SHERIFF'S DEPARTMENT CUSTOMER
RELATIONSHIP MANAGEMENT CONSULTING SUPPORT

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11.2. 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.

11.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 8.3 of the Agreement.

11.4. Final Acceptance Sign-Off Procedure

N/A

12. PROJECT REPORTS

N/A

13. ADDITIONAL REQUIREMENTS

Vendor's ability to provide the staff augmentation Services herein is contingent upon Vendor Personnel identified in Section 8 herein, successfully passing County and the OCSD administered background investigations.

COUNTY OF ORANGE   PAGE 5 OF 10 PAGES   TYPE 2 WORK ORDER #CY7-004
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION   ORANGE COUNTY SHERIFF'S DEPARTMENT CUSTOMER
RELATIONSHIP MANAGEMENT CONSULTING SUPPORT

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14. DELIVERABLES

DELIVERABLES					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1.	N/A	N/A	N/A	N/A	N/A

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

COUNTY OF ORANGE   PAGE 6 OF 10 PAGES   TYPE 2 WORK ORDER #CY7-004
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION   ORANGE COUNTY SHERIFF'S DEPARTMENT CUSTOMER RELATIONSHIP MANAGEMENT
CONSULTING SUPPORT

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15. 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.	Provide Senior Systems Engineering support	N/A	N/A	▪ None	N/A	N/A	N/A	17	N/A

* As this is a T&M staff augmentation Work Order the Parties agree that, notwithstanding any other provision of this Work Order and the Agreement, there are no Milestones and no Key Milestones and Vendor shall only be paid each month for the invoiced actual hour(s) of staff augmentation Services performed by Vendor Personnel billed pursuant to the Option 2 – Time and Materials provisions of Section 16.1 of this Work Order. It is also agreed that notwithstanding any other provisions of the Agreement and consistent with Section 7.4 of the Agreement, including Section 4.1 of Schedule 4, the provision of such hourly Services is the Deliverable, which is not subject to Fee Reductions, Acceptance Criteria and Final Acceptance. However, the Agreement requires that such hourly Services shall be performed pursuant to Section 21.1.2 (Service Delivery) of the Agreement.

COUNTY OF ORANGE
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

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ORANGE COUNTY SHERIFF'S DEPARTMENT CUSTOMER RELATIONSHIP MANAGEMENT
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16. INVOICING

16.1. Fees

[Option 1 – Fixed Fee]

*The total Fees to be paid by County to Vendor for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be $_____ (the "**Fixed Fee Fees**"). For the avoidance of doubt, Vendor 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 Vendor to provide such Services.*

Vendor shall specify the percentage and dollar allocations of the Fixed Fee Fees and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	N/A				
	Est. Total Labor				
	Fixed Fee Fees				

Option 2 – Time and Materials

County will be billed on an hourly basis pursuant to the rates and approved pricing set forth in Appendix 3.1 to Schedule 3 based upon the actual hours worked by Vendor Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Vendor estimates that the Fees for all Time and Materials to complete the Services under this Work Order are $461,004. The foregoing represents Vendor's best, good faith estimate of the Fees 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, Vendor will provide written notice to County and obtain County's written approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Vendor for work rendered in excess of the above estimate prior to the County's written approval of additional Fees in excess of Vendor's estimate, or (2) in excess of the Maximum Project Charges.

Vendor shall specify the estimated allocations for the Time and Materials estimate and estimated hours for each Vendor Resource Title.

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestone 1 - Provide Site Support Technician staff support							
1.	Systems Engineer	Senior	Onsite (Customer)	$164	2,811	N/A	$461,004
Milestone Totals					2,811	N/A	$461,004
Est. Total Labor/Est. T&M Fees						N/A	$461,004

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION   ORANGE COUNTY SHERIFF'S DEPARTMENT CUSTOMER RELATIONSHIP MANAGEMENT CONSULTING SUPPORT

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[Option 3 – Pass Through Plus Mark-Up]

County will be billed on a pass through plus Mark-Up basis, pursuant to Section 3.1.7. of Schedule 3, for third party goods and services acquired on behalf of County by Vendor. Vendor estimates that the Fees for all pass through plus mark-up Deliverables are collectively $_____. The foregoing represents Vendor's best, good faith estimate of the Fees 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, Vendor 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 Vendor for work rendered in excess of the above estimate prior to the County's Approval of additional Fees in excess of Vendor's estimate.

Vendor shall specify the percentage and dollar allocations for the pass through plus mark-up Fees by line item as provided in the sample below. Vendor's hourly rates must be consistent with rates set forth under Appendix 3.1 to Schedule 3.

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.	N/A				
	Total Pass Through Plus Mark-Up Fees				

16.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Section 11.3 of the Agreement.

16.3. Pass Through Expenses

None

17. ATTACHMENTS

N/A

18. CHANGES

No changes to this Work Order shall be effective without prior County Approval.

19. VENDOR PERSONNEL COSTS

Pursuant to Schedule 3, there shall be no Fees to County under this Work Order for any entertainment, vacation, sick time, holidays, paid time off, or other similar costs or expenses in connection with the Vendor Personnel.

20. TERMINATION

Pursuant to Section 14.2 (Termination by the County 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 14.2 (Termination by the County for Convenience) of the Agreement.

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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

Signature: _____

Authorized Representative

Name: Vincent R. Magaña

Title: Contracts, Senior Principal

Date: November 14, 2019

County of Orange

Signature: _____

Authorized Representative

Name: Joel Golub

Title: County Chief Information Officer

Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

_____

Patrick Bruso, Deputy County Counsel

COUNTY OF ORANGE
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

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TYPE 2 WORK ORDER #CY7-004
ORANGE COUNTY SHERIFF'S DEPARTMENT CUSTOMER
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Type 2 Work Order #CY7-005

OnBase Technical Applications and Project Management Support

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)

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TYPE 2 WORK ORDER #CY7-005
ONBASE TECHNICAL APPLICATIONS AND PROJECT
MANAGEMENT SUPPORT

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<u>**TYPE 2 WORK ORDER #CY7-005**</u>

This Type 2 Work Order #CY7-005 ("**Work Order**") is an attachment and addition to the IT Services Agreement dated as of the Effective Date (hereinafter "**Agreement**") entered into by and between County of Orange ("**County**") and Science Applications International Corporation ("**Vendor**") and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Other Services Work Order, the terms of the Agreement shall prevail and nothing in this Other Services Work Order shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Requirements, Schedules, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the change control process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Type 2 Work Order #CY7-005.

1.   WORK ORDER NUMBER

CY7-005

2.   EFFECTIVE DATE

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

3.   PROJECT NAME

OnBase Technical Applications and Project Management Support

4.   PROJECT SUMMARY

The County has requested that Vendor assist the County by providing staff augmentation support by way of one (1) full time Junior Software Specialist and one (1) part time Senior Project Manager to support multiple OnBase applications and project efforts.

5.   BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

Orange County Information Technology ("**OCIT**") is requesting the above generally described staff augmentation Services to support multiple OnBase applications and projects throughout the County.

6.   WORK ORDER TYPE

☒   Other Services only Work Order (for Work Orders that do not include base Services elements)

☐   Other Services and base Services combination Work Order (for Work Orders that include both Other Services and base Services elements)

     As to Other Services and base services combination Work Orders, provide a description of each of the Other Services and base Services components of this Work Order:

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)

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TYPE 2 WORK ORDER #CY7-005
ONBASE TECHNICAL APPLICATIONS AND PROJECT
MANAGEMENT SUPPORT

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N/A

6.1. Staffing Resource Order

☒ Staffing Resource Order Services. Notwithstanding any other provision of the Agreement, County agrees that overtime, as required by applicable law, will be paid by County for Vendor Personnel performing staff augmentation Services, only upon prior written approval by County to Vendor for overtime eligible Services to be performed by Vendor Personnel.

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
Software Specialist, Junior	Michael Vu	michael.vu@saic.ocgov.com	Software Specialist support as described in Section 9.1.1.1 of this Work Order	OC Data Center
Project Manager, Senior	TBD	TBD	PM support as described in Section 9.1.1.2 of this Work Order	OC Data Center

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

County Sponsor	KC Roestenberg, Assistant CIO
Service Request Number	WO #7 and WO #CY5-003
County Budget Info	Various. Depends on the department that submitted the request.

8. VENDOR ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Greg Mitchell	Gregory.C.Mitchell@saic.com	Program Management
PMO Manager	Ben Page	benjamin.c.page@saic.com	PMO
Software Specialist, Junior	Michael Vu	michael.vu@saic.ocgov.com	OnBase Software Specialist Support
Project Manager, Senior	TBD	TBD	OnBase PM support

9. PROJECT SCHEDULE & SERVICES

9.1. Services:

Upon Vendor's receipt of a Service Request from County as described below, the Vendor will, on an hourly time and materials ("**T&M**") basis:

9.1.1 Provide staff augmentation Services in the form of one (1) full time Junior Software Specialist and/or one (1) part time Senior Project Manager. The County agrees that there may be instances where Vendor cannot provide such staff on a full time basis for reasons outside of the reasonable control of Vendor, including but not limited to illness, vacation,

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SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (SAIC)

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TYPE 2 WORK ORDER #CY7-005
ONBASE TECHNICAL APPLICATIONS AND PROJECT
MANAGEMENT SUPPORT

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absences required by law and normal employee turnover.

9.1.1.1 The one (1) full time Junior Software Specialist will perform, but not be limited, to the following staff augmentation Services:

A. Provide OnBase application incident analysis and management from tickets routed via the Service Management Suite ("**SMS**") powered by ServiceNow.
B. Provide Level 2 Support to all OnBase application users in addition to Level 1 support provided via SMS.
C. Provide SMS ticket resolution and escalation to Level 3 OnBase Applications Team for further investigation and resolution.
D. Document resolution to all OnBase assigned SMS service requests in the SMS system.
E. Any other activities as assigned by OCIT management.

9.1.1.2 The one (1) part time Senior Project Manager will, on an ad hoc basis, perform but not be limited, to the following staff augmentation Services:

A. Project management services in support of strategic programs across multiple County departments running critical OnBase applications.
B. Requests for such Services will be made in advance by the County to Vendor by way of a service request in SMS. For each such separate County service request, the County shall provide Vendor with a Billing Account Code ("**BAC**").
C. Any other activities as assigned by OCIT management.

9.1.2 The process for County to receive any of the above Services is as follows:

9.1.2.1 The County will submit a Service Request to Vendor requesting the staff augmentation Services described above.
9.1.2.2 Vendor will reply confirming if it does or does not currently have the requested Vendor Personnel available to perform such Services.
9.1.2.3 As evidence of County's authorization for Vendor to perform such Services, the County will provide the BAC code for the requested Services.
9.1.2.4 Vendor will create a unique charge number specific to the BAC code for time charging.

9.2. Tasks

No.	Task	Start Date	End Date	Duration
1.	Provide staff augmentation support Services by providing a Junior Software Specialist.	2/3/2020	End of 6/30/2021	Approx. 17 months
2.	Provide staff augmentation support Services by providing a Senior Project Manager.	2/3/2020	End of 6/30/2021	Approx. 17 months

9.3. Training

N/A

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9.4. Software

N/A

9.5. Risks and Risk Mitigation

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	N/A				

10. PRICING SUMS

PRICING SUMS	
Maximum Project Fees	$290,313
Key Milestone Fees	N/A

10.1.1. Equipment and Other Assets

N/A

11. ACCEPTANCE

Subsections 11.1 through 11.4 are not applicable as agreed to in Section 15.

11.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section 14 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

11.2. 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.

11.3. Final Acceptance

Not applicable as agreed to in Section 15.

11.4. Final Acceptance Sign-Off Procedure

Final Acceptance by the County shall be as defined in Section 8.3 of the Agreement.

12. PROJECT REPORTS

N/A

13. ADDITIONAL REQUIREMENTS

None

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14.   DELIVERABLES

No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
			DELIVERABLES		
1.	N/A	N/A	N/A	N/A	N/A

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

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15.   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.	Provide staff augmentation support Services by providing a Junior Software Specialist.	**N/A**	N/A	▪ None	N/A	N/A	N/A	17	N/A
2.	Provide augmentation support Services by providing a Senior Project Manager.	N/A	N/A	▪ None	N/A	N/A	N/A	17	N/A

* As this is a T&M staff augmentation Work Order the Parties agree that, notwithstanding any other provision of this Work Order and the Agreement, there are no Milestones and no Key Milestones and Vendor shall only be paid each month for the invoiced actual hour(s) of staff augmentation Services performed by Vendor Personnel billed pursuant to the Option 2 – Time and Materials provisions of Section 16.1 of this Work Order. It is also agreed that notwithstanding any other provisions of the Agreement and consistent with Section 7.4 of the Agreement, including Section 4.1 of Schedule 4, the provision of such hourly Services is the Deliverable, which is not subject to Fee Reductions, Acceptance Criteria and Final Acceptance. However, the Agreement requires that such hourly Services shall be performed pursuant to Section 21.1.2 (Service Delivery) of the Agreement.

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16.   INVOICING

16.1.   Fees

[Option 1 – Fixed Fee]

*The total Fees to be paid by County to Vendor for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be $_____ (the "**Fixed Fee Fees**"). For the avoidance of doubt, Vendor 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 Vendor to provide such Services.*

Vendor shall specify the percentage and dollar allocations of the Fixed Fee Fees and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	N/A				
		Est. Total Labor			
		Fixed Fee Fees			

Option 2 – Time and Materials

County will be billed on an hourly basis pursuant to the rates and approved pricing set forth in Appendix 3.1 to Schedule 3 based upon the actual hours worked by Vendor Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Vendor estimates that the Fees for all Time and Materials to complete the Services under this Work Order are $290,313. The foregoing represents Vendor's best, good faith estimate of the Fees 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, Vendor will provide written notice to County and obtain County's written approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Vendor for work rendered in excess of the above estimate prior to the County's written approval of additional Fees in excess of Vendor's estimate, or (2) in excess of the Maximum Project Charges.

Vendor shall specify the estimated allocations for the Time and Materials estimate and estimated hours for each Vendor Resource Title.

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestone 1 - Provide Software Specialist staff support							
1.	Software Specialist	Junior	Onsite (Customer)	$83	2,811	N/A	$233,313
	Milestone Totals				**2,811**	**N/A**	**$233,313**
Milestone 2 - Provide PM staff support							
2.	Project Manager	Senior	Onsite (Customer)	$190	300	N/A	$57,000
	Milestone Totals				**300**	**N/A**	**$57,000**

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Est. Total Labor/Est. T&M Fees	3,111	N/A	$290,313

[Option 3 – Pass Through Plus Mark-Up]

County will be billed on a pass through plus Mark-Up basis, pursuant to Section 3.1.7. of Schedule 3, for third party goods and services acquired on behalf of County by Vendor. Vendor estimates that the Fees for all pass through plus mark-up Deliverables are collectively $_____. The foregoing represents Vendor's best, good faith estimate of the Fees 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, Vendor 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 Vendor for work rendered in excess of the above estimate prior to the County's Approval of additional Fees in excess of Vendor's estimate.

Vendor shall specify the percentage and dollar allocations for the pass through plus mark-up Fees by line item as provided in the sample below. Vendor's hourly rates must be consistent with rates set forth under Appendix 3.1 to Schedule 3.

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.	N/A				
	Total Pass Through Plus Mark-Up Fees				

16.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Section 11.3 of the Agreement.

16.3. Pass Through Expenses

None

17. ATTACHMENTS

N/A

18. CHANGES

No changes to this Work Order shall be effective without prior County approval.

19. VENDOR PERSONNEL COSTS

Pursuant to Schedule 3, there shall be no Fees to County under this Work Order for any entertainment, vacation, sick time, holidays, paid time off, or other similar costs or expenses in connection with the Vendor Personnel.
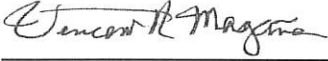
20. TERMINATION

Pursuant to Section 14.2 (Termination by the County 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,

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there shall be no termination fee for County's termination of this Work Order pursuant to Section 14.2 (Termination by the County for Convenience) of the Agreement.

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

Signature: _Vincent R. Magaña_____

Authorized Representative

Name: _Vincent R. Magaña_____

Title: _Contracts, Senior Principal_____

Date: _November 15, 2019_____

County of Orange

Signature: _____

Authorized Representative

Name: _Joel Golub_____

Title: _County Chief Information Officer_____

Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

_____

Patrick Bruso, Deputy County Counsel

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TYPE 2 WORK ORDER #CY7-006

ORANGE COUNTY IDENTITY ("OCID") MANAGEMENT OPERATIONAL SUPPORT

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<u>**TYPE 2 WORK ORDER #CY7-006**</u>

This Type 2 Work Order #CY7-006 ("**Work Order**") is an attachment and addition to the IT Services Agreement dated as of the Effective Date (hereinafter "**Agreement**") entered into by and between County of Orange ("**County**") and Science Applications International Corporation ("**Vendor**") and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Other Services Work Order, the terms of the Agreement shall prevail and nothing in this Other Services Work Order shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Requirements, Schedules, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the change control process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Type 2 Work Order #CY7-006.

1.   WORK ORDER NUMBER

CY7-006

2.   EFFECTIVE DATE

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

3.   PROJECT NAME

Orange County Identity ("**OCid**") Management Operational Support

4.   PROJECT SUMMARY

The County hereby requests that the Vendor assist the County by performing operations and maintenance support Services for their OCid system components.

5.   BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

Orange County Information Technology ("**OCIT**") requires operations and maintenance support Services for their OCid systems components.

6.   WORK ORDER TYPE

☒   Other Services only Work Order (for Work Orders that do not include base Services elements)

☐   Other Services and base Services combination Work Order (for Work Orders that include both Other Services and base Services elements)

   As to Other Services and base services combination Work Orders, provide a description of each of the Other Services and base Services components of this Work Order:

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ATTACHMENT A

N/A

6.1. Staffing Resource Order

☒ Staffing Resource Order Services. Notwithstanding any other provision of the Agreement, County agrees that overtime, as required by applicable law, will be paid by County for Vendor Personnel performing staff augmentation Services, only upon prior written approval by County to Vendor for overtime eligible Services to be performed by Vendor Personnel.

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
Project Manager	Tim Taylor	timothy.c.taylor@saic.com	Project Management support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Mike Solomon	mike.solomon@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Talivu Porter	talivu.porter@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Wil Tomkiel	william.tomkiel@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Bill Lu	bill.lu@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center
System Administrator/Operator	Moses Ng	moses.ng@saic.ocgov.com	System Administration support as	OC Data Center

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Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
			described in Section 9.1.2 of this Work Order	
System Administrator/Operator	Tim Pham	tim.pham@saic.ocgov.com	System Administration support as described in Section 9.1.2 of this Work Order	OC Data Center

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

County Sponsor	KC Roestenberg, Deputy CIO
Service Request Number	WO #CY1-012
County Budget Info	DS46A (OCid) and DS46B (MIM)

8. VENDOR ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Greg Mitchell	gregory.c.mitchell@saic.com	Base Services - Program Management
Data Center Director	Dave Snyder	david.snyder@saic.ocgov.com	Base Services - Project Oversight
PMO Manager	Ben Page	benjamin.c.page@saic.com	Base Services - PMO
Project Manager	Tim Taylor	timothy.c.taylor@saic.com	Project Management
System Administrator/Operator	Mike Solomon	mike.solomon@saic.ocgov.com	System Administration
System Administrator/Operator	Talivu Porter	talivu.porter@saic.ocgov.com	System Administration
System Administrator/Operator	Wil Tomkiel	william.tomkiel@saic.ocgov.com	System Administration
System Administrator/Operator	Bill Lu	bill.lu@saic.ocgov.com	System Administration
System Administrator/Operator	Moses Ng	moses.ng@saic.ocgov.com	System Administration
System Administrator/Operator	Tim Pham	tim.pham@saic.ocgov.com	System Administration

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Resource Title	Name	Contact Information	Responsibilities
Storage Management Engineer	Bill Clements	bclements@vology.com	Base Services - Storage Management Engineering
Storage Management Engineer	Osman Mohammed	omohammed@vology.com	Base Services - Storage Management Engineering
Database Administrator	Alex Arkof	alex.arkof@saic.ocgov.com	Base Services - Database Administration
Database Administrator	Nikolay Brodsky	nikolay.brodsky@saic.ocgov.com	Base Services - Database Administration
Security System Engineer	Kaija Vargas	kaija.vargas@saic.ocgov.com	Base Services - Security System Engineering
Technical Architect	Donny Parrot	Donny.w.parrot@saic.com	Base Services - Technical Architecting

9.   PROJECT SCHEDULE & SERVICES

9.1.   Services

9.1.1.   OCid Major Components

OCid Services are the services and activities required to support the County's current ▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮ (▮▮▮▮) environment and all of the supporting infrastructure and security required to deliver the Services described in this Work Order. The OCid environment includes Windows-based systems and systems software (e.g., operating systems, utilities), including the County's ▮▮▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮▮▮ (▮▮▮▮) environment that went into operational production in February 2014. The OCid environment also includes ▮▮▮▮ ▮▮▮▮▮▮ a utility used to synchronize OCid data with other data sources (including department Active Directories, ▮▮▮ ▮▮▮▮▮▮ etc.). In addition, the OCid environment includes ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ (▮▮▮▮▮▮ that allows synchronization of on-premises multi-forest identity data to ▮▮▮▮▮▮▮▮▮▮▮ (▮▮ and Microsoft Office 365.

The major OCid components are as follows:

9.1.1.1.   ▮▮▮▮▮▮

The ▮▮▮▮▮ software is required to synchronize the different data feeds from multiple sources – including, but not limited to, department Active Directories, ▮▮▮ County badge system, and ▮▮▮▮ – to ▮▮▮▮▮ directory.

9.1.1.2.   ▮▮▮▮▮▮▮▮▮

The ▮▮▮▮▮▮▮▮▮▮▮ software tool is required to synchronize the ▮▮▮▮▮ directory to the Microsoft Office 365 tenancy to ensure users are populated in ▮▮▮▮▮ and enables single-sign-on functionality. The ▮▮▮▮▮▮▮▮▮▮ software currently leverages an existing single ▮ forest that has all County users in it called ▮▮▮▮▮ but can allow multi-forest synchronization.

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9.1.1.3. Global Directory ██████

The ███████ directory is the upgraded ██████ server ██ which includes █████████ synchronization from the department's Active Directories as well as from additional systems to support a number of systems, including ████████ and Microsoft Office 365. This system populates people data as requested by the Vendor for the ████████ interface. Exception handling is primarily focused on synchronization issues between █████████ and department ██ Sources of people data supported include:

- Departments Active Directories
- Import feed from ██████
- Feed to/from ██████
- Feed to ████████████████████████████
- Feed to ████████████████████████████
- Feed to ████████████████████████████

9.1.1.4. ████████████████████████████

████ is Microsoft's implementation of the ████████████████████████████████ protocol (████████████████████████████████████). ████████ implements the standards-based ████████████ protocol and Security Assertion Markup Language ("**SAML**"). ██████ is a standards-based service that allows the secure sharing of identity information between trusted County departments (known as a federation) across the County Network. When a department user needs to access a Web application from one of the County's enterprise systems, the user's own ██ organization is responsible for authenticating the user and providing identity information in the form of "claims" to the system that hosts the application. Microsoft uses its trust policy to map the incoming claims to claims that are understood by applications, which uses the claims to make authorization decisions.

9.1.1.5. Operation Configuration Support

Applications currently integrated with OCid are ██████████ Voice over Internet Protocol ("**VoIP**"), Microsoft Office 365, ████████████ and ████████ New applications that are ████ or Lightweight Directory Access Protocol ("**LDAP**") compliant can be included in the above list with operational configuration support.

9.1.1.6. MIM Support

Microsoft Identify Manager ("MIM") is an enterprise on premise product that allows for the management of access, users, policies and credentials. County's implementation of MIM in the future will replace the ████████████████████████████ and ████████████████ components. The County will be implementing MIM through the following four time phased work streams:

- ██████████
- ████████████████████
- User and Group Management from MIM Portal
- HR integration and Provisioning

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9.1.2. Vendor Support Services

For the current as-deployed OCid components of the OCid system described above in Section 9.1.1, Vendor will, on an hourly Time and Materials ("**T&M**") basis provide the following operational support and upgrade Services:

Operations and Maintenance:

- ██████ servers and configurations
- ████████ services
- ████████████ services ██████████
- Two-way trust network communications with County departments
- Interfaces and data feeds for existing systems and applications, including ██████ Microsoft Office 365, and ████████

Technical Support and Implementation:

- Support the analysis, design, integration and interfaces with County badge system.
- Research, evaluate and recommend solutions to the County that would enhance OCid capabilities to meet new business requirements.
- Develop and maintain technical documentation to reflect changes to OCid architecture, environment capabilities, configurations, setup and operational procedures.
- Using IT industry standard reasonable efforts, work with County Active Directory administrators to have mismatched records corrected by the appropriate County Personnel.
- Implement ████████████ monitoring on OCid services. Approval to implement will be provided by the County. Monitoring parameters will include events that indicate service outages and operational errors or warnings; Alerts that indicate configuration issues and background tasks failures or warnings; Whether auditing is occurring successfully; Successful communications between the federation server and the federation server proxy; Notification of malformed access requests; Website availability; The health of the Secure Sockets Layer ("**SSL**") certificate of the federation passive website in Internet Information Services ("**IIS**").The Vendor will work with County Active Directory administrators to have mismatched records corrected by the appropriate County Personnel.
- Evaluate the scope of Microsoft Identity Manager ("**MIM**") operation and maintenance requirements during OCIT's MIM implementation project.

9.1.2.1. OCid Support Categories

The following Services will be provided by Vendor:

Table A. OCid Support Requirements / Tasks

OCid Category	Services
Category #1: OCid Environment	
Environment - General	Provide, maintain and upgrade OCid environments for existing OCid environment, including production and test environments.
Environment - Security	Implement appropriate security measures to protect the County's digital identities and OCid infrastructure; enable the appropriate individuals to access the right

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	resources at the right time; and meet the County's security requirements including Security Assessment support. Assist with remediation services to address security breaches; and provide security audit trail, log, and reports.
Environment - Software Upgrade	Perform regular software upgrades to OCid environments, which includes Software within OCid environments, including but not limited to ████████ ████████████, ████████████████, etc.
Productionization	Hardening or productionizing the current OCid environment.
Environment - Department Adoption	Set up, test, implement, and maintain all components required to provide OCid to a department including Orange County Assessor and Law & Justice Agencies (i.e., Orange County Public Defender, Orange County Crime Lab ("OCCL"), Orange County District Attorney, and Orange County Sheriff's Department), that adopt the ████████████ connectivity between the individual agencies and OCid.
Application Integration Configuration	Add or update the necessary OCid configurations to allow an application to integrate with OCid for new and existing applications, including Microsoft Office 365, ████ VoIP, ████████████ and ████████.
Incident Resolution	Analyze, troubleshoot and resolve incidents related to the category of OCid Environment. Perform root cause analysis for all OCid-related incidents related to the category of OCid environment.
Category #2: Data Feed and Data Sync	
Data Feed	Maintain the necessary OCid components to process or remove an existing data feed. Perform appropriate data mapping and modify the necessary OCid configurations to map new data attributes, remove attributes, or modify attributes from an existing or updated data feed. Existing data feeds and their associated attributes are included but not limited to: ██████ departments' Active Directories, ████████ and ████████.
Data Sync	Maintain, monitor, and resolve data sync issues to County departments integrated with OCid. Data sync services includes ████████████ ████████████ synching with existing data feeds, applications, and Active Directories (e.g., departments' ██ ██████████ VoIP, ████████████████████ Microsoft Office 365 and ████████.
Incident Resolution	Analyze, troubleshoot and resolve incidents related to the category of Data Feed and Data Sync. Perform root cause analysis of all OCid-related incidents related to the category of Data Feed and Data Sync.
Category #3: Technical Support	
Technical SME Support	Research, evaluate, and recommend technologies and solutions to enhance OCid capabilities to meet existing or new County business requirements for ████████████ ████████ Premium, MIM, Self-service (e.g., password reset), User ID Management and other ████ technologies and solutions.
Technical Documentation	Maintain and update existing documents, or develop new technical documents to reflect OCid architecture, environment, capabilities, configurations, setup, operational procedures, etc. Existing documents includes the following

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	documents: OCid Architecture Document, Data Mapping Documents, Network diagrams, Troubleshooting Guides, Operating Procedures and Design Documents.
Incident Resolution	Analyze, troubleshoot, and resolve incidents related to the category of technical support. Perform root cause analysis of all OCid-related incidents related to the category of technical support.

9.1.2.2.　　■■■　Support

Vendor and the County will perform the following Services:

Table B. OCid Services Roles and Responsibilities

Enterprise Identity Access Management (■■■ Services	Vendor	County
1. Provide Identity Management Program governance and planning across the County.		X
2. Provide OEM License maintenance for ■■ product(s) support.		X
3. Make recommendations for the scaling and/or refresh of the product/platform to meet demand and future application needs.	X	
4. Coordinate testing/upgrades of OCid components with County departments using ■■ services.	X	
5. Provide OCid training and communication to all support vendors.		X
6. Provide OCid hardware, software licensing and related system components.		X
7. Provide onsite support and change management as required and coordinate with third party ■■ product provider for ticket resolution (e.g., support third party remote diagnosis, coordinate third party installation, perform physical parts replacement, data sync issues, incident resolution, etc.).	X	
8. Provide support and perform hardware and software upgrades for the following ■■ system components as deployed: • ■■■■■■■■■■■■■■■■■■ to authenticate users with their existing County credentials. • ■■■■■■ to synchronize these accounts to ■■■ ■■ • ■■ and ■■ Proxy demilitarized zone ("**DMZ**") network that hosts ■■ and ■■ Proxy servers. • ■■■■ service and synchronization jobs	X	
9. Provide OCid architecture and solution support as the County defines an overall system of OCid and ■■■	X	
10. Support the County Project Manager with program governance and agency support as necessary.	X	
11. Implement the requirements specified in Table A – OCid Support Requirements Tasks	X	

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9.1.2.3. County Business Applications Support

Vendor and the County will perform the following Services:

Table C. Application Support Roles and Responsibilities

OCid Business Applications Support Roles and Responsibilities	Vendor	County
1. Perform OCid application monitoring to verify the processing condition of the application software.	X	
2. Perform application Electronic Data Interchange ("**EDI**"), FTP and interface monitoring to verify secure processing condition of EDI, FTP and interfaces with applications.	X	
3. Perform fault isolation, troubleshooting and failure recovery for all in-scope Software.	X	
4. Interface with the County and third party vendor application development and support groups as required during Application Integration Support Services.	X	
5. Perform County and third party application development and integration necessary to facilitate implementation of OCid as an enterprise authentication solution.		X
6. Coordinate with the County and third parties to ascertain ongoing infrastructure support requirements and specifications for applications.	X	
7. Perform application upgrades upon County request.	X	
8. Perform OCid configurations upon County request.	X	

9.1.2.4. End User Administration Services

Vendor and the County will perform the following Services:

Table D. End User Support Roles & Responsibilities

End User Administration Services Roles and Responsibilities	Vendor	County
1. Provide and support End User Account Administration.	X	
2. Provide User ID tracking and regulatory compliance requirements and approval policies.		X
3. Establish User ID administrative security policies to ensure that all User IDs are authenticated (e.g., encryption, minimal level, password) for operating systems and databases (excludes applications).		X
4. Review and approve User ID creation and access control modifications.		X
5. Provide direction on the disposition of User IDs.		X
6. Define application-level roles and access.		X

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	Vendor	County
7. Make recommendations to technical systems in order to maintain at least n-1 technical currency of OCid once the implementation of the User ID system is complete.	X	
8. Add, change, delete, or revoke User IDs that access operating systems or subsystems using access control software, per the provided security standards.	X	
9. Add, change, delete, or revoke User IDs that access applications controlled by the County, per the established security standards.		X
10. Add, change, delete, or revoke User IDs that access applications controlled by Vendor, per the provided security standards.	X	
11. Periodically review group membership and system level user IDs in accordance with established security guidelines.	X	
12. Periodically review and remove End User access rights when the End User is no longer employed or job responsibilities change, including operating system and subsystem access per established guidelines; notify County of all such changes in accordance with provided security guidelines.	X	
13. Periodically review and revalidate system User IDs in accordance with provided security standards.	X	
14. Periodically remove application User IDs per County direction.	X	
15. Perform Password Resets for End Users per the established security guidelines.	X	
16. Provide audit trail for all User ID activities for County Systems (e.g., create, track, and delete IDs).	X	
17. Manage and maintain system accounts.	X	
18. Create and maintain User ID administration processes per the County's direction.	X	
19. Create and update User ID management Software for automated approval workflow as new requirements are defined by the County.	X	

9.1.2.5.   Web Support Services

Vendor and the County will perform the following Services:

Table E. Web Support Services Roles and Responsibilities

Web Support Services Roles and Responsibilities	Vendor	County
1. Manage Web content and Web content/application third party relationships.		X
2. Provide operations and engineering support for Web middleware application components.	X	

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Web Support Services Roles and Responsibilities	Vendor	County
3. Work with Network Vendor and any third party providers to perform problem determination and resolution activities related to supporting County Web sites. These activities include but are not limited to (internal and externally facing sites): • Resolving access issues. • Resolving performance issues. • Establishing new sites. • Discontinuing sites. • Investigating hacking and defacing incidents.	X	
4. Provide the Vendor single point of contact for the coordination and support of key Web infrastructure components (e.g., load balancing, DMZ infrastructure, middleware, firewall).	X	
5. Manage web proxy services including user support, administration, and management.	X	
6. Install code fixes for all related web services elements (e.g., hardware, middleware and application servers).	X	
7. Provide third party external monitoring requirements (e.g., URL, transaction, threshold to be monitored).		X
8. Provide alerting method (e.g., distribution list) per the Vendor's monitoring systems.	X	
9. Support non-functional compliance and performance testing and security assessments conducted by external parties.	X	

9.1.2.6. MIM Services

Vendor will perform the following Services:

Table F. MIM Support Services Roles and Responsibilities

Workstream – 1	Vendor	County
1. Support Management Agents used for ▮▮▮▮ process. This includes troubleshooting connectivity issues to the agency domain controllers	X	
2. Support ▮▮ synchronization issues (Remediate data issues)	X	
3. Support any changes to the ▮ sync rules	X	
4. Support any changes to the ▮▮▮ sync rules	X	
5. Support ▮▮▮ precedence rules	X	
6. Any production changes that require the "Operations Guide" to be updated	X	

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Workstream – 2 ▮▮▮▮ (Self-Service Password Reset)	Vendor	County
7. Support OCID-GLOBAL/Agency Forest Trust for ▮▮▮ implementation	X	
8. Implement and Support trust verification script	X	
9. Support issues with the Password Change Notification Service ("**PCNS**") client	X	
10. Support password sync issues ▮▮▮▮▮▮▮	X	
11. Support any issues with the alternate ID setup in ▮▮▮▮	X	

Workstream – 3 User and Group Mgmt. from MIM Portal	Vendor	County
12. Support changes in department administrators to manage Agency Users, Contacts and Groups	X	
13. Support user access issues to the MIM portal	X	
14. Support data sync issues related to Agency Users, Contacts and Groups	X	
15. Support MIM sync engine (review logs files and address any critical errors)	X	
16. Support department access controls for delegated administration of the department domains	X	
17. Support MIM Sync Rules for Provisioning User and Groups	X	
18. Support any changes to the MIM email templates	X	
19. Support any modifications to the MIM workflows	X	

Workstream – 4 HR Integration and Provisioning	Vendor	County
20. Support ▮▮▮▮▮ management agent configuration	X	
21. Support ▮▮▮▮▮▮▮ rules	X	
22. Support ▮▮▮▮ management agent	X	
23. Support ▮▮▮▮ synchronization rules	X	
24. Support workflows related to HR provisioning	X	

Other MIM Support Services	Vendor	County
25. Support application software upgrades (such as MIM components, ▮▮ ▮▮▮ PCNS, Group Management Service Accounts ("**GMSA**"), ▮▮▮▮ agents.	X	
26. Support the monitoring and optimization for the MIM server services infrastructure.	X	
27. Support County security initiatives (e.g., vulnerability, logging, GMSA, etc.)	X	

9.1.3 County may request Vendor to perform ad hoc OCid or MIM staff augmentation Services not included in the above described Section 9.1.2. The process for County to receive any such ad hoc

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OCid or MIM staff augmentation Services is as follows:

9.1.3.1 The County will submit a Service Request to Vendor requesting the staff augmentation Services.

9.1.3.2 Vendor will reply confirming if it does or does not currently have the requested Vendor Personnel available to perform such Services.

9.1.3.3 As evidence of County's authorization for Vendor to perform such Services, the County will provide the BAC code for the requested Services.

9.1.3.4 Vendor will create a unique charge number specific to the BAC code for time charging.

9.1.3.5 For the purpose of there being flexibility in providing an appropriate or available Resource at the time of a future Service Request under this Section 9.1.3, the Parties agree that, notwithstanding any other provision of this Work Order, Services performed by Vendor under this Work Order may be performed using, in Vendor's reasonable discretion, and with County's written approval, any junior or senior Vendor Personnel (whether or not listed in Section 6) that fall under the authorized Resource Titles agreed to in this Work Order.

9.2. Tasks

No.	Task	Start Date	End Date	Duration
1.	Provide staff augmentation support Services by providing a System Administrator/Operator.	2/3/2020	End of 6/30/2021	Approx. 17 months
2.	Provide staff augmentation support Services by providing a Storage Management Engineer.	2/3/2020	End of 6/30/2021	Approx. 17 months
3.	Provide staff augmentation support Services by providing a Database Administrator.	2/3/2020	End of 6/30/2021	Approx. 17 months
4.	Provide staff augmentation support Services by providing a Security System Engineer.	2/3/2020	End of 6/30/2021	Approx. 17 months
5.	Provide staff augmentation support Services by providing a Technical Architect.	2/3/2020	End of 6/30/2021	Approx. 17 months
6.	Provide staff augmentation support Services by providing a Project Manager.	2/3/2020	End of 6/30/2021	Approx. 17 months

9.3. Training

N/A

9.4. Software

N/A

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9.5. Risks and Risk Mitigation

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	N/A				

10. PRICING SUMS

PRICING SUMS	
Maximum Project Fees	$613,341
Key Milestone Fees	N/A

10.1.1. Equipment and Other Assets

N/A

11. ACCEPTANCE

Subsections 11.1 through 11.4 are not applicable as agreed to in Section 15.

11.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section 14 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement

11.2. 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.

11.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 8.3 of the Agreement.

11.4. Final Acceptance Sign-Off Procedure

N/A

12. PROJECT REPORTS

Provide the following Reports:

- Weekly Project status reports
  - Vendor shall meet with County on a weekly basis to report on the status of this Work Order. At this meeting, Vendor shall provide County with a Weekly Project status report. The Weekly Project Status report shall include but not be limited to, the following details for each Vendor Personnel providing services under this Work Order:
    - Resource name and associated resource classification
    - Hourly rate
    - Number of hours

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- The reporting categories the cost is associated with (e.g., ██████ Apps Enablement & Support, Trust & Interfaces & Workflows, Trust & Interfaces & Workflows (MIM), Data Synchronization (█████████████), Data Synchronization (MIM)).
- Projections for the following week, which will be for continuations of existing work activities. Due to unplanned nature of the environment, incidents and unforeseen activity will not be included.

- Project kickoff event summary report – N/A

- Project close-out cost and key learning report – N/A

- As needed written reports as may be reasonably requested by County to monitor the status of the Services under this Work Order

- Other (provide description): None

13. ADDITIONAL REQUIREMENTS

13.1. Assumptions

This Work Order is premised on the following assumptions. A change in or a failure to satisfy an assumption may require an increase in the Work Order price, a modification to the estimated schedule and/or a change to the Services:

- All EDIs used to integrate to OCid by County IT staff will follow industry best practices.
- Service Levels applicable to the OCid services follow the governing Service Level Requirements ("**SLRs**") associated with the servers hosting the Services and Incident Resolution.
- All new applications added to the OCid infrastructure will be handled through the change management and work order processes.
- County will continue to provide necessary original equipment manufacturer ("**OEM**") maintenance agreements including ██████████ maintenance.
- This Work Order does not include a Disaster Recovery ("**DR**") solution or support for remote DR-based OCid. At which time the County finalizes its design of OCid to include a disaster recovery solution, the Parties can mutually agree to a separate Work Order or an amendment to this Work Order for Vendor to implement such disaster recovery solution.
- Services to implement the County's MIM environment project are not part of the scope of this Work Order.
- There will be no ██ ██████ support required after 2/1/2020 due to the planned implementation of the MIM project.
- There will be no ██████ ████████ support required after 10/1/2020 due to the planned implementation of the MIM project.
- The existing trust architecture supporting OCid remains in place to support authentication requirements for ███ enabled APPs and other County services.
- There will be a requirement to support an additional trust architecture for the implementation of the MIM project.
- ███████████ (the synchronization between on premise and ██████ will require additional interface requirements. An additional ██████████ server to improve service resiliency will be implemented as part of the MIM project.
- The support requirements for the ████ service infrastructure will remain the same and will not be affected with the MIM implementation project.

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- The Vendor realizes the MIM implementation project is currently being implemented by the County and these support levels are estimated based on what is known prior to the project being fully implemented.
- The attached below table reflects the Vendor's assumption of estimated T&M effort to support the OCid and MIM services described in Section 9.1.2, but excludes any ad hoc T&M Services arising from Section 9.1.3.

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CY7-006	Feb-2020	Mar-2020	Apr-2020	May-2020	Jun-2020	Jul-2020	Aug-2020	Sep-2020	Oct-2020	Nov-2020	Dec-2020	Jan-2021	Feb-2021	Mar-2021	Apr-2021	May-2021	Jun-2021
OCID Support																	
ADFS	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5									
Trust & Interfaces & Workflows	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75									
Data Synchronization ▮	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25									
Total Estimated OCID Support	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5									
MIM Support																	
ADFS Apps Enablement & Support									0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Trust & Interfaces & Workflows	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Data Synchronization ▮	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Total Estimated MIM Support	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Total Monthly Estimated FTE	2	2	2	2	2	2	2	2	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Total Estimated Cost to County per Month	$41,596.50	$41,596.50	$41,596.50	$41,596.50	$41,596.50	$41,596.50	$41,596.50	$41,596.50	$31,197.38	$31,197.38	$31,197.38	$31,197.38	$31,197.38	$31,197.38	$31,197.38	$31,197.38	$30,990.00
															Total CY7-006 Funded Value		$613,341.00

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14. DELIVERABLES

No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
			DELIVERABLES		
1.	N/A	N/A	N/A	N/A	N/A

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

15. 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.	Provide Services described in Section 9.	N/A	N/A	▪ None	N/A	N/A	N/A	17	N/A

* As this is a T&M staff augmentation Work Order the Parties agree that, notwithstanding any other provision of this Work Order and the Agreement, there are no Milestones and no Key Milestones and Vendor shall only be paid each month for the invoiced actual hour(s) of staff augmentation Services performed by Vendor Personnel billed pursuant to the Option 2 – Time and Materials provisions of Section 16.1 of this Work Order. It is also agreed that notwithstanding any other provisions of the Agreement and consistent with Section 7.4 of the Agreement, including Section 4.1 of Schedule 4, the provision of such hourly Services is the Deliverable, which is not subject to Fee Reductions, Acceptance Criteria and Final Acceptance. However, the Agreement requires that such hourly Services shall be performed pursuant to Section 21.1.2 (Service Delivery) of the Agreement.

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16.   INVOICING

16.1.   Fees

[Option 1 – Fixed Fee]

The total Fees to be paid by County to Vendor for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be $_____ (the "Fixed Fee Fees"). For the avoidance of doubt, Vendor 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 Vendor to provide such Services.

Vendor shall specify the percentage and dollar allocations of the Fixed Fee Fees and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	N/A				
	Est. Total Labor				
	Fixed Fee Fees				

Option 2 - Time and Materials

County will be billed on an hourly basis pursuant to the rates and approved pricing set forth in Appendix 3.1 to Schedule 3 based upon the actual hours worked by Vendor Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Vendor estimates that the Fees for all Time and Materials to complete the Services under this Work Order are $613,341. The foregoing represents Vendor's best, good faith estimate of the Fees 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, Vendor will provide written notice to County and obtain County's written approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Vendor for work rendered in excess of the above estimate prior to the County's written approval of additional Fees in excess of Vendor's estimate, or (2) in excess of the Maximum Project Charges.

Vendor shall specify the estimated allocations for the Time and Materials estimate and estimated hours for each Vendor Resource Title.

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestones - Provide Services described in Section 9							
1.	System Administrator/Operator	Senior	Onsite (Customer)	$123	4,380	N/A	$538,740
2.	Security System Engineer	Junior	Onsite (Customer)	$117	243	N/A	$28,431
3.	Project Manager	Senior	Onsite (Customer)	$190	443	N/A	$46,170
4.	Storage Management Engineer	Senior	Onsite (Customer)	$138	0	N/A	$0
5.	Database Administrator	Senior	Onsite (Customer)	$148	0	N/A	$0
6.	Technical Architect	Senior	Onsite (Customer)	$209	0	N/A	$0

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Milestone Totals	4,866	N/A	$613,341
Est. Total Labor/Est. T&M Fees	4,866	N/A	$613,341

[Option 3 – Pass Through Plus Mark-Up]

County will be billed on a pass through plus Mark-Up basis, pursuant to Section 3.1.7. of Schedule 3, for third party goods and services acquired on behalf of County by Vendor. Vendor estimates that the Fees for all pass through plus mark-up Deliverables are collectively $_____. The foregoing represents Vendor's best, good faith estimate of the Fees 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, Vendor 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 Vendor for work rendered in excess of the above estimate prior to the County's Approval of additional Fees in excess of Vendor's estimate.

Vendor shall specify the percentage and dollar allocations for the pass through plus mark-up Fees by line item as provided in the sample below. Vendor's hourly rates must be consistent with rates set forth under Appendix 3.1 to Schedule 3.

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.	N/A				
	Total Pass Through Plus Mark-Up Fees				

16.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Section 11.3 of the Agreement.

16.3. Pass Through Expenses

None

17. ATTACHMENTS

N/A

18. CHANGES

No changes to this Work Order shall be effective without prior County Approval.

19. VENDOR PERSONNEL COSTS

Pursuant to Schedule 3, there shall be no Fees to County under this Work Order for any entertainment, vacation, sick time, holidays, paid time off, or other similar costs or expenses in connection with the Vendor Personnel.

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20.   TERMINATION

Pursuant to Section 14.2 (Termination by the County 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 14.2 (Termination by the County for Convenience) of the Agreement.

[Signatures provided on the following page]

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IN WITNESS WHEREOF, the undersigned have caused this Work Order to be duly executed and effective as of the Effective Date.

Science Applications International Corporation   **County of Orange**

Signature: _____   Signature: _____

          Authorized Representative   Authorized Representative

Name: Vincent R. Magaña _____   Name: Joel Golub _____

Title: Contracts, Senior Principal _____   Title: County Chief Information Officer _____

Date: November 20, 2019 _____   Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

_____

Patrick Bruso, Deputy County Counsel

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