



TYPE 2 WORK ORDER NCY3-001

COUNTY ADMINISTRATION NORTH ("CAN") NETWORK AND VOICE  
IMPLEMENTATION

**TYPE 2 WORK ORDER NCY3-001**

This Type 2 Work Order NCY3-001 (“**Work Order**”) is an attachment and addition to the Managed Services Network, Voice, and Security Agreement dated as of the Reference Date (hereinafter “**Agreement**”) entered into by and between County of Orange (“**County**”) and Science Applications International Corporation (SAIC) (“**Supplier**”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Work Order, the terms of the Agreement shall prevail and nothing in this Work Order shall modify or amend any provisions of the Agreement (including all components such as Functional Service Areas, Service Level Requirements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are Approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the Change Control Process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Type 2 Work Order NCY3-001.

**1. WORK ORDER NUMBER**

NCY3-001

**2. EFFECTIVE DATE**

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

**3. PROJECT NAME**

County Administration North (“**CAN**”) Network and Voice Implementation

**4. PROJECT SUMMARY**

The County, in collaboration with third party contractors, is currently constructing a new County building, CAN (“**Site C10**”), located adjacent to the newly built County Administration South (“**CAS**”) building in Santa Ana, California. The new CAN building requires Network and Voice Services, being designed by way of Work Order #NCY2-024, to be implemented in alignment with the overall building development schedule. The building is expected to be substantially complete and ready for occupancy in July 2022.

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

Completion of the Services agreed to in this Work Order will enable the County to prepare CAN for occupancy of various departments including the Board of Supervisors. CAN Voice and Network will be fed from CAS core Network.

**6. CRITICAL SUCCESS FACTORS**

**6.1. Strong Project Management**

Supplier shall manage the Services provided under this Work Order to the project schedule described in Section 10 (Project Schedule), below, and to the results to be achieved by the Services described herein by managing issues, risks, dependencies, and resources in a manner to achieve the project schedule and the results.

**6.2. Open Communication and Governance Structure Clearly Defined**

Good and open communication must be established early. Governance, the structure of recurring meetings, and the members of recurring meetings must be defined early. Meeting schedules must also be established for the length of the project.

**6.3. Executive Leadership Involvement**

It is imperative that executive leadership from Supplier and the County be involved in the project governance and meet at regular intervals to discuss the project’s progress and reach agreement on any key decisions that have been escalated to their level.

**7. WORK ORDER TYPE**

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

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

NRI resources are those designated to execute NRI tasks related to the Implementation of a Network and Voice Design in a new facility. BAU resources are not being charged for as part of this Work Order, and will be used, where required (architecture, Network oversight/Management, Integrated Services), to support this Work Order.

**7.1. Targeted Resource Order**

- Targeted Resource Order Services

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

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

<b>County Sponsor</b>	KC Roestenberg, OCIT, Assistant Chief Information Officer, 714-567-5075
<b>Service Request Number</b>	REQ0056945, TASK00045375
<b>County Budget Info</b>	DS10G

**9. SUPPLIER ROLES AND RESPONSIBILITIES**

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Greg Mitchell	<a href="mailto:Gregory.C.Mitchell@saic.com">Gregory.C.Mitchell@saic.com</a>	BAU - Program Management
Program Manager	Don Perrier	<a href="mailto:Donald.Perrier@saic.com">Donald.Perrier@saic.com</a>	BAU – Program Management
PMO Manager	Ben Page	<a href="mailto:Benjamin.C.Page@saic.com">Benjamin.C.Page@saic.com</a>	BAU - PMO
Network Service Delivery Manager	Eric Whitten	<a href="mailto:Eric.Whitten@saic.ocgov.com">Eric.Whitten@saic.ocgov.com</a>	BAU - Network Manager
Voice Services Delivery Manager	Kevin Adkins	<a href="mailto:Kevin.Adkins@saic.ocgov.com">Kevin.Adkins@saic.ocgov.com</a>	BAU - Voice Manager
Field Services Delivery Manager	Mark Whitley	<a href="mailto:Mark.C.Whitley@saic.com">Mark.C.Whitley@saic.com</a>	BAU - Field Services Manager
Voice Project Manager	Baptu Koyal	<a href="mailto:bkoyal@burwood.com">bkoyal@burwood.com</a>	NRI - Voice PM
Security Engineer, Principal	Cody Bolon	<a href="mailto:Cody.Bolon@saic.ocgov.com">Cody.Bolon@saic.ocgov.com</a>	BAU - Security Design
Project Manager	Jim Arcaro	<a href="mailto:Jim.Arcaro@saic.ocgov.com">Jim.Arcaro@saic.ocgov.com</a>	NRI - Project Management
Network Architect	Donald Lowe	<a href="mailto:Donald.Lowe@saic.ocgov.com">Donald.Lowe@saic.ocgov.com</a>	NRI - Network Design
Network Design Engineer, Senior	Ziyad Mansur	<a href="mailto:Ziyad.Mansur@saic.ocgov.com">Ziyad.Mansur@saic.ocgov.com</a>	NRI - Network Design
Network Security Engineer, Senior	Albert Sze	<a href="mailto:Albert.Sze@saic.ocgov.com">Albert.Sze@saic.ocgov.com</a>	BAU - Security Design
Voice Design Engineer	Kari McKee	<a href="mailto:Kari.Mckee@saic.ocgov.com">Kari.Mckee@saic.ocgov.com</a>	NRI - Voice Design
Site Support Technician, Senior	Sergio Silva	<a href="mailto:Sergio.Silva@siac.ocgov.com">Sergio.Silva@siac.ocgov.com</a>	NRI – Field Services
Site Support Technician	Al Polendo	<a href="mailto:Alfonso.Polendo@saic.ocgov.com">Alfonso.Polendo@saic.ocgov.com</a>	NRI – Field Services
Site Support Technician	Paul Iorga	<a href="mailto:paul.iorga@saic.ocgov.com">paul.iorga@saic.ocgov.com</a>	NRI – Field Services
Site Support Technician	Abel Linares	<a href="mailto:abel.linares@saic.ocgov.com">abel.linares@saic.ocgov.com</a>	NRI – Field Services

**10. PROJECT SCHEDULE**

No.	Task	Start Date	End Date	Duration
1.	Work Order Approval – County	-	9/28/2021	-
2.	Task 0 – Program Management	9/28/2021	8/22/2022	Approx. 11 Months
3.	Task 1.0 – Implement Network in CAN	9/28/2021	2/8/2022	Approx. 4 Months
4.	Milestone 1 – CAN Network in Production		2/8/2022	
5.	Task 2.0 – Implement Voice Capability in CAN	11/8/2021	3/1/2022	Approx. 3 Months
6.	Milestone 2 – CAN Voice System in Production		3/1/2022	
7.	Task 3.0 – Implement Network Services and Wireless Capabilities	3/2/2022	4/30/2022	Approx. 2 Months
8.	Milestone 3 – Implement Network Services and Wireless Capabilities		4/30/2022	
9.	Task 4.0 – CAN Department Moves/Migrations	5/9/2022	8/22/2022	Approx. 3.5 Months
10.	Milestone 4 – CAN Department Moves/Migrations complete		8/22/2022	

**11. PRICING SUMS**

Pricing Sums	
Maximum Project Charges	\$494,750
Key Milestone Charges	\$321,588
Deliverables At-Risk Amount	\$74,213

**12. SERVICES**

Upon County's Approval of the Service Design Package ("SDP") that defines the Network and Voice capabilities for the CAN that is being completed by Supplier pursuant to Work Order #NCY2-024, Supplier will commence performance of the following Services to Implement at the CAN, the County Approved SDP attached hereto in Section 20.1, using in part, the information provided in Section 20.2 herein:

**12.1. Tasks**

Program Management		
Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
Senior Project Manager	1 FTE	September 2021 – August 2022
<b>Task 0 - Program Management</b> Supplier shall program and project manage all phases of this Work Order as described below:		
<b>Subtask 0.1 Manage</b> Develop, Manage, and maintain the detailed project plan and schedule daily.		
<b>Subtask 0.2 Reviews</b> Facilitate internal and County reviews at key points throughout the project, as identified in a detailed project plan.		
<b>Subtask 0.3 Reports</b> Provide regular weekly status updates as to the progress of the project. Monthly status update during the SAIC Project Operational Readiness Team ("ORT") will also be provided.		
<b>Subtask 0.4 Status Meetings</b> Host regular status meetings throughout the course of the project		
<b>Subtask 0.5 Project Closeout</b> Upon successful completion of all Work Order activities, provide a final report.		

Phase 1 - CAN Network in Production		
Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
Architect, Principal and Senior Network Engineers	3 FTE	September 2021 – February 2022

**Task 1.0 - Implement Network in CAN**

Implement a Network in CAN and bridge to CAS including:

- Implementing the current design of the virtual local area network (“VLAN”) constructs that exist with the departments migrating to CAN identified in Section 20.2 herein.
- Implementing Cisco Software Defined Access (“SDA”) technology leveraging the County Administration South (“CAS”) core. Note: CAS and CAN buildings will be on the same SDA fabric

**Subtask 1.1 Final Planning, ISE Build Out, Configurations**

Stage and configure the Network Equipment and the Software Defined Access Digital Network Architecture Center (“DNAC”)/Identify Service Engine (“ISE”) configurations, provide wireless heat maps

**Subtask 1.2 Install and Connect Network Equipment**

Install and connect all UPS and Network Equipment in CAN, and interconnect CAN Network to CAS Network

**Subtask 1.3 User Acceptance Testing**

Test and tune Network. Conduct User Acceptance Test (“UAT”) for Network readiness in preparation for Cisco Software Defined Access, Voice and building management services such as elevators, security systems, and other internet of things (“IoT”) devices.

**Milestone 1 - CAN Network in Production – Completion of all the 1.0 Tasks****Phase 2 - CAN Voice Systems in Production**

<b>Personnel Requirements</b>	<b>Time Commitment</b>	<b>Scheduled Beginning and End Dates</b>
Voice Architect, Applications and Voice Engineers	3 FTE	November 2021 – March 2022

**Task 2.0 – Implement Voice Capability in CAN**

Implement Voice capability in CAN including:

- Provision Voice Services based on the user data gathered on SDP
- Migrate Contact Centers, automatic call distributors (“ACDs”), interactive voice responses (“IVRs”), E911, and other applicable components
- Configure Voice Equipment procured by the County, phones, and Analog Telephone Adaptor (“ATA”) devices for fax locations and numbers
- Configurations and features will be based on the department’s existing configuration. Like for like Services with no change or modification to Services will be provided.
- Test telephones Local/Long Distance (“LD”)/Int'l Inbound/Outbound
- Test telephones e911 capability

**Subtask 2.1 Pre-Stage and Configure**

Pre-stage and configure VoIP, Call Centers, Auto Attendants, IVRs, SIP Trunks, Analog Lines with site-specific parameters

<b>Subtask 2.2 Install and Connect Voice Equipment</b>
Install and connect all Voice Equipment and Systems described in Subtask 2.1 above to the Network
<b>Subtask 2.3 Configure, Install, and Test</b>
Configure, Install, and test Voice Services and Systems and test e911 capability
<b>Subtask 2.4 User Acceptance Testing</b>
Perform UAT of all Voice Systems
<b>Milestone 2 - CAN Voice System in Production – Completion of all the 2.0 Tasks</b>

<b>Phase 3 - CAN Network, Voice, and Wireless Implementation</b>		
<b>Personnel Requirements</b>	<b>Time Commitment</b>	<b>Scheduled Beginning and End Dates</b>
Network Architect, Voice Architect, Principal and Network Design Engineers Voice Engineer	5 FTE	March 2022 – April 2022
<b>Task 3.0 – Implement Network Services and Wireless Capabilities</b>		
Implement Network Services and wireless capabilities in CAN as follows:		
<ul style="list-style-type: none"> <li>○ Implement and validate coverage for wireless Network access points designed and Approved by County in the SDP</li> <li>○ Provide Network connectivity to enable streaming capability; specifically, TV via the County’s service provider(s)</li> <li>○ Implement department specific VLAN designs as Approved by County in the SDP.</li> <li>○ Implement Network VLANs to support building operations like badge access, cameras, elevators, AV systems, and IoT devices</li> </ul>		
<b>Subtask 3.1 Configuration and testing of Wi-Fi</b>		
Configure and connect 120 County pre-installed Wireless Access points (“WAPs”), Install and configure Internet Circuit in Minimum Point of Entry (“MPOE”) room for CAN		
<b>Subtask 3.2 Test and Tune</b>		
Test and tune Network, Voice, Internet, and WAPs		
<b>Subtask 3.3 User Acceptance Testing</b>		
Conduct UAT on Wi-Fi Systems and update as-built documentation		
<b>Milestone 3 - Implement Network Services and Wireless Capabilities – Completion of all 3.0 Tasks</b>		

<b>Phase 4 - CAN Department Moves/Migrations</b>		
<b>Personnel Requirements</b>	<b>Time Commitment</b>	<b>Scheduled Beginning and End Dates</b>
Principal and Network Design Engineers Voice Engineer, Site Support Technicians	7 FTE	July 2022 – August 2022

**Task 4.0 - CAN Department Moves/Migrations**

Implement CAN moves/migrations as follows:

- Support Network connectivity for department moves and testing
- Provide logical and physical as-built Network diagrams for County review and Approval
- Provide logical and physical as-built Voice diagrams for County review and Approval
- Support department moves and testing for Voice Services including:
  - User device settings Phones and Fax capability
  - User lists, Echo Return Loss (“ERL”), Emergency Location Identification Number (“ELIN”), and IP Subnets
  - New device locations – conference room phones
  - ATA configuration (assumption is 94 ATAs)
  - Site Configurations Cisco Unified Communications Manager (“CUCM”), Unity Connection, Cisco Emergency Responder (“CER”), etc.)

**Subtask 4.1 - Integration of audiovisual**

Integrate audiovisual (“AV”) for elevator, badge readers, and video surveillance

**Subtask 4.2 - Installation of patch cables**

Install patch cables at Switches to Workstation Patch Panels using Port Mapping to facilitate all moves

**Subtask 4.3 - Implement Stage 1 CAN Moves**

Implement Stage 1 CAN Moves for Human Resource Services (“HRS”), County Council (“CoCo”), Health Care Agency (“HCA”) Move 1<sup>st</sup> - 4<sup>th</sup> floor, connect all VoIP phones, ATAs, analog devices/lines, printers, faxes, and ATA adapted copiers

**Subtask 4.4 - Implement Stage 2 CAN Moves**

Implement Stage 2 CAN Moves for County Executive Office (“CEO”), HCA Move 2<sup>nd</sup> - 3<sup>rd</sup> floor, connect all VoIP phones, ATAs, analog devices/lines, printers, faxes, and ATA adapted copiers

**Subtask 4.5 - Implement Stage 3 CAN Moves**

Implement Stage 3 CAN Moves for Clerk of the Board (“COB”), Board of Supervisors (“Board”), HCA Move 3 - Remaining HCA, connect all VoIP phones, ATAs, analog devices/lines, printers, faxes, and ATA adapted copiers

**Milestone 4 - CAN Department Moves/Migrations complete – Completion of all 4.0 tasks****12.2. Service Level Requirements**

N/A

**12.3. Training**

N/A

**12.4. Assets**

N/A



**12.4.1. Software**

N/A

**12.4.2. Network Components**

N/A

**12.4.3. Equipment and Other Assets**

N/A

**12.4.4. Sunset Activities**

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

**12.5. Risks and Risk Mitigation**

<b>No.</b>	<b>Potential Risk</b>	<b>Mitigation Strategy / Contingency Plan</b>	<b>Probability of Risk (%)</b>	<b>Consequence</b>	<b>Amount at Risk</b>
1.	Overall building development and/or department move schedule changes	Determine impacts to the schedule of this Work Order and re-baseline as necessary	25%	Changes overall project schedule	High
2.	County adds In-Service ports beyond approved 656 to the Project	Determine impacts to the schedule of this Work Order and re-baseline as necessary	25%	Changes overall project schedule	High
3.	County re-directs priorities of pre-scheduled Project Tasks	Tasks to be re-scheduled to meet demands	10%	Scheduling disruptions, timeline extension, resource impact	Low
4.	County procured Equipment fails to be delivered as scheduled	Tasks to be re-scheduled Determine impacts to the schedule of this Work Order and re-baseline as necessary	15%	Scheduling disruptions, timeline extension	Medium
5.	County UPS vendor fails to complete UPS installs as scheduled	Tasks to be re-scheduled Determine impacts to the schedule of this Work Order and re-baseline as necessary	5%	Scheduling disruptions, timeline extension	Medium
6.	County, County departments, Vendor, contractors, or subcontractors fail to meet or negatively impact Project Schedule	Tasks to be re-scheduled Determine impacts to the schedule of this Work Order and re-baseline as necessary	25%	Changes overall project schedule	Medium

## 13. ACCEPTANCE

### 13.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section 16 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

### 13.2. Acceptance Testing

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

Each County department will need to conduct Network connectivity and Network performance Acceptance Tests mutually agreed to by Supplier and County.

### 13.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 19.4 (Final Acceptance) of the Agreement.

### 13.4. Final Acceptance Sign-Off Procedure

County will provide Final Acceptance of each Milestone once Supplier completes all Milestone tasks.

## 14. PROJECT REPORTS

Provide the following Reports as provided in Exhibit A.1 (Integrated Requirements FSA):

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

None.

## 15. ADDITIONAL REQUIREMENTS

### 15.1. General Assumptions

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

1. County is responsible for completing any Third-Party Vendor required forms in a timely manner in order not to impact the Project Schedule.

2. County will provide Supplier with all required system and physical access to allow Supplier to perform the Services herein.
3. Moves, installs and reconnecting of all non-Supplier managed departments desktop/laptops and applications will be the responsibility of each department.
4. County's UPS supplying vendor and UPS installer, Vertiv, will deliver and install on the dates outlined in the Table 1 in Section 15.1.
5. County will provide required Equipment and labor resources in a timely manner to meet the Work Order Schedule.
6. County will provide all WAPs, installation of WAPs, and associated cabling.
7. County will provide a complete port mapping list of all devices and locations with correlating floorplans. List should include name of device, location of device and wall-jack identifier.
8. County will provide a count of analog lines for Orange County Public Works ("OCPW") prior to migration.
9. IMAC moves of end points is outside the scope of this Work Order. However, IMAC moves of end points will be addressed by way of the IMAC process under the County's IT Services agreement.
10. For Supplier to be able to meet its obligations under this Work Order, County agrees to commence and complete the performance of the following tasks by the specified dates in Table 1 below:

Table 1 Key Network Services Dependencies:

#	Task	Start Date	Completion Date
1.	Delivery to Supplier of all hardware and Software specified in the Bill of Materials (" <b>BOM</b> ") provided and validated as part of Work Order #NCY2-024	10/1/2021	11/30/2021
2.	CAN intermediate distribution frame (" <b>IDF</b> ") rooms built/racked/cabled/powered/cooled/ cleaned/secured, and access provided to Supplier	12/13/2021	12/13/21
3.	Interconnect cabling complete from CAN to CAS, including all terminations on both ends.	1/3/2022	1/3/2022
4.	Installation of riser cabling complete to all IDFs, including all terminations on both ends.	1/3/2022	1/3/2022
5.	Installation of floor/horizontal cabling and patch panels complete for all terminations on IDF end	1/3/2022	1/3/2022
6.	Installation of floor/horizontal cabling and patch panel labeling complete for all terminations on Workstation end	2/8/2022	2/8/2022
7.	6K UPS installation for all MDF and IDF rooms	12/14/2021	1/7/2022
8.	Port Mapping listing for all devices	2/18/2022	2/18/2022
9.	Installation of all WAPs	2/1/2022	2/25/2022

**16. DELIVERABLES**

DELIVERABLES					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1.	UAT of SDA Network report	Y	2/8/2022	▪ County review and Approval	25%
2.	UAT of CAN Voice Systems	Y	3/1/2022	▪ County review and Approval	25%
3.	UAT of Wi-Fi Systems and full Network and Voice Acceptance	Y	4/30/2022	▪ County review and Approval	25%
4.	CAN Network and Voice Build-Out with Diagrams	Y	8/22/2022	▪ County review and Approval	25%

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

**17. MILESTONES**

MILESTONES									
No.	Milestone Name	Key Milestone (Y/N)	Milestone Date	Included Deliverables	Key Milestone Allocation (Percentage)*	Key Milestone Allocation (Dollars)	Holdback Amount	Key Milestone Scheduled Duration (Months)	Monthly Key Milestone Payment
1.	CAN Network in Production	Y	2/8/2022	▪ Deliverable 1	25%	\$123,687.50	\$43,290.63	4	\$20,099.22
2.	CAN Voice Systems in Production	Y	3/1/2022	▪ Deliverable 2	25%	\$123,687.50	\$43,290.63	3	\$26,798.96
3.	Implement Network Services and Wireless Capabilities	Y	4/30/2022	▪ Deliverable 3	25%	\$123,687.50	\$43,290.63	2	\$40,198.44
4.	CAN Department Moves/Migrations complete	Y	8/22/2022	▪ Deliverable 4	25%	\$123,687.50	\$43,290.63	4	\$20,099.22

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

## 18. KEY MILESTONE PAYMENTS TABLE

Month No.	Month	CAN Network in Production	CAN Voice Systems in Production	Implement Network Services and Wireless Capabilities	CAN Department Moves/Migrations complete	Total (Monthly Key Milestone Payments)*
<b>Milestone Allocation</b>		25.0%	25.0%	25.0%	25.0%	100%
<b>Total Milestone Payments</b>		\$123,688	\$123,688	\$123,688	\$123,688	\$494,750
<b>Milestone Duration (Months)</b>		4	3	2	4	
<b>Milestone Monthly Payment</b>		\$20,099.22	\$26,798.96	\$40,198.44	\$20,099.22	
<b>Milestone Holdback Amount</b>		\$43,290.63	\$43,290.63	\$43,290.63	\$43,290.63	
<b>Key Deliverables</b>		See Section 16	See Section 16	See Section 16	See Section 16	Actuals Billed (aside from Holdback Amount)
1	Oct-21	\$20,099.22	\$0.00	\$0.00	\$0.00	\$20,099.22
2	Nov-21	\$20,099.22	\$0.00	\$0.00	\$0.00	\$20,099.22
3	Dec-21	\$20,099.22	\$0.00	\$0.00	\$0.00	\$20,099.22
4	Jan-22	\$20,099.22	\$26,798.96	\$0.00	\$0.00	\$46,898.18
5	Feb-22	\$43,290.63	\$26,798.96	\$0.00	\$0.00	\$26,798.96
6	Mar-22	\$0.00	\$26,798.96	\$40,198.44	\$0.00	\$66,997.40
7	Apr-22	\$0.00	\$43,290.63	\$40,198.44	\$0.00	\$40,198.44
8	May-22	\$0.00	\$0.00	\$43,290.63	\$20,099.22	\$20,099.22
9	Jun-22	\$0.00	\$0.00	\$0.00	\$20,099.22	\$20,099.22
10	Jul-22	\$0.00	\$0.00	\$0.00	\$20,099.22	\$20,099.22
11	Aug-22	\$0.00	\$0.00	\$0.00	\$20,099.22	\$20,099.22
12	Sep-22	\$0.00	\$0.00	\$0.00	\$43,290.63	
<b>Key Milestone Holdback Amount</b>		Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	\$173,162.50
<b>Milestone Totals</b>		\$123,687.50	\$123,687.50	\$123,687.50	\$123,687.50	\$494,750.00

**19. INVOICING**

**19.1. Charges**

**Option 1 – Fixed Fee**

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be \$494,750 (the “Fixed Fee Charges”). For the avoidance of doubt, Supplier agrees that this is a Fixed Fee arrangement in which Supplier, subject to the other limitations in this Work Order and the Agreement, will provide all services necessary to provide the Services described in this Work Order for the Fixed Fee specified herein, regardless of the actual number of hours required or actually worked by Supplier to provide such Services.

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

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	CAN Network in production	N/A	1,118	25.0%	\$123,688
2.	CAN Voice Systems in production	N/A	1,118	25.0%	\$123,688
3.	Implement Network Services and Wireless Capabilities	N/A	1,118	25.0%	\$123,688
4.	CAN department moves/migrations complete	N/A	1,118	25.0%	\$123,688
<b>Est. Total Labor</b>			<b>4,472</b>		
<b>Fixed Fee Charges</b>				<b>100%</b>	<b>\$ 494,750</b>

**[Option 2 – Not to Exceed]**

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall not exceed \$\_\_\_\_\_ (the “Not To Exceed Price”), pursuant to the rates or Approved pricing set forth in Exhibit P (Pricing). For the avoidance of doubt, County agrees that this is a Not to Exceed arrangement in which Supplier, subject to the other limitations set forth in this Work Order, will provide the Deliverables and other Services described in this Work Order.

Supplier shall specify the percentage and dollar allocations of the Not To Exceed Charges and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.					
<b>Est. Total Labor</b>					
<b>Fixed Fee Charges</b>					

**[Option 3 – Time and Materials]**

County will be billed on an hourly basis pursuant to the rates and Approved pricing set forth in Exhibit P (Pricing), including the rates for Professional Services under Exhibit P.4 (Supplier Rate Card), based upon

the actual hours worked by Supplier Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Supplier estimates that the Charges for all Time and Materials to complete the Services under this Work Order are \$\_\_\_\_\_. The foregoing represents Supplier’s best, good faith estimate of the Charges required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Supplier will provide written notice to County and obtain County’s Approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Supplier for work rendered in excess of the above estimate prior to the County’s Approval of additional Charges in excess of Supplier’s estimate, or (2) in excess of the Maximum Project Charges.

Supplier shall specify the percentage and dollar allocations for the Time and Materials estimate and estimated hours for each Critical Milestone by role as provided in the sample below. Supplier’s hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
<b>Milestone 1 – Finalize Project Design</b>							
1.							
<b>Milestone 1 Totals</b>							
<b>Est. Total Labor</b>							
<b>Fixed Fee Charges</b>							

**[Option 4 – Pass Through Plus Mark-Up]**

County will be billed on a Pass Through Plus Mark-Up basis for third party goods and services acquired on behalf of County by Supplier pursuant to the process described under Section 267 (Pass Through Plus Mark-Up) of Exhibit X (Definitions). Supplier estimates that the Charges for all Pass Through Plus Mark-Up Deliverables and other Services under this Work Order are collectively \$\_\_\_\_\_. The foregoing represents Supplier’s best, good faith estimate of the Charges required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Supplier will provide written notice to County and obtain County’s Approval in advance of incurring such excess cost. County has no obligation with respect to any amounts invoiced by Supplier for work rendered in excess of the above estimate prior to the County’s Approval of additional Charges in excess of Supplier’s estimate.

Supplier shall specify the percentage and dollar allocations for the Pass Through Plus Mark-Up Charges by line item as provided in the sample below. Supplier’s hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.					
<b>Total Pass Through Plus Mark-Up Charges</b>					

**19.2. Invoices**

Invoices will be sent to County in accordance with the invoicing Requirements described in Exhibit F (Invoicing Requirements) and Section 21 (Invoices and Payments) of the Agreement.

**19.3. Pass Through Expenses**

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

**20. ATTACHMENTS**

**20.1. CAN Service Design Package (Work Order #NCY2-024 incorporated by reference)**

**20.2. Table 2. Departments and Count of Users Migrating to CAN**

<b>OC Public Work</b>		
Custodial Services	40	1143 E. Fruit Street 333 W. Santa Ana Blvd.
<b>County Counsel</b>		
Unit 1000	2	
Unit 2000	13	
Unit 3000	11	333 W. Santa Ana Blvd.
Unit 4000	14	
Unit 5000	29	
<b>Clerk of the Board</b>		
Admin	23	
Assessment Appeals	10	333 W. Santa Ana Blvd.
Board Offices	60	
<b>County Executive Office</b>		
CEO/Admin	34	
Real Estate	34	333 W. Santa Ana Blvd.
Financial Office	40	
Procurement	20	1300 S. Grand Avenue, Bldg A
Risk Management	33	601 N. Ross Street, 5th Floor
<b>Health Care Agency</b>		
Accounting	69	200 W. Santa Ana, Suite 800 405 W. 5th St, 7th Floor
AQIS	111	405 W. 5th Street, 4th Floor
IT	94	200 West Santa Ana Blvd, Suite 1000
Purchasing	19	200 W. Santa Ana Blvd., Ste. 650
<b>Total Estimated Employees</b>		<b>656</b>



**21. CHANGES**

No changes to this Work Order shall be effective without prior County Approval by the CIO or his or her designee. Any increase in price to a Type 2 Work Order will require written approval from the County's Board.

**22. SUPPLIER PERSONNEL COSTS**

Pursuant to Section 9(D) of Exhibit P (Pricing), there shall be no Charges to County under this Work Order for any travel, entertainment, vacation, sick time, holidays, paid time off, overtime, or other similar costs or expenses in connection with the Supplier Personnel.

**23. TERMINATION**

Pursuant to Section 25.6 (Termination for Convenience) of the Agreement, County may terminate this Work Order for convenience upon providing Supplier with three (3) Business Days prior written notice. Upon any such termination of this Work Order, County's sole liability shall be the payment of any undisputed Charges incurred through the effective date of termination. For the avoidance of doubt, there shall be no termination fee for County's termination of this Work Order pursuant to Section 25.6 (Termination for Convenience) of the Agreement.

[Signatures provided on the following page]

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

**Science Applications International Corporation  
(SAIC)**

**County of Orange**

Signature:   
Authorized Representative

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

Name: Vincent R. Magaña

Name: Joel Golub

Title: Contracts, Senior Principal

Title: Chief Information Officer

Date: August 31, 2021

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

**APPROVED AS TO FORM**

**COUNTY COUNSEL**



Patrick Brusio, Deputy County Counsel