



Contract Number
19-776 A6

SAP Number

District Attorney

Department Contract Representative Claudia Walker
Telephone Number (909) 382-7689

Contractor	Microsoft Corporation
Contractor Representative	David Schwartz
Telephone Number	(425) 421-6113
Contract Term	12/10/2019 – 12/31/2022
Original Contract Amount	\$1,922,471
Amendment No. 4 Amount	\$805,060
Amendment No. 5 Amount	\$969,800
Amendment No. 6 Amount	\$342,900
Total Contract Amount	\$4,040,231
Cost Center	4500001000

CONTRACT 19-776 AMENDMENT NO. 6

Amendment No. 6 to Contract No. 19-776 between Microsoft Corporation (hereinafter "Contractor") and San Bernardino County through the District Attorney's Office (hereinafter "County") for Phase IV of the case management system. The case management system was put into production in October 2021. Amendment No. 6 provides post-implementation support and the completion of high priority enhancements during the period July 1, 2022 to December 31, 2022. The Department is currently conducting an RFP to procure a service contract for post-production maintenance and support and enhancements thereafter.

FOR COUNTY USE ONLY

Approved as to Legal Form

Katherine Hardy, Deputy County Counsel

Date 5-24-22

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Jason Anderson, District Attorney

Date 5/31/22

**AMENDMENT No. 6 TO:
WORK ORDER
T002198-251306-296790
Between**

**Microsoft Corporation
One Microsoft Way
Redmond, WA 98052**

And

**San Bernardino County
c/o Office of the District Attorney
303 West 3rd Street
San Bernardino, CA 92415**

THIS AMENDMENT No.6 TO WORK ORDER T002198-251306-296790 (the "Amendment") is made and entered into effective as of the Effective Date by and between the undersigned for the purpose of amending that certain Work Order T002198-251306-296790 (the "Agreement"), by and between San Bernardino County Office of the District Attorney ("Customer", "SBCDA" or "you") and Microsoft Corporation.

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement.

Any terms not otherwise defined herein shall have the meanings set forth in the Agreement and/or the Work Order. In consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The following is hereby added to the Agreement and accepted and acknowledged by the parties:

The purpose of this amendment is to extend the period of performance in SBCDA Phase 4 SOW FINAL 11012019 to December 31, 2022 and to extend the Microsoft Consulting resources for approximately ten (10) additional weeks in order to provide a longer post go-live stabilization, enhancement and transition to operations phase.

2. "Fees. Customer will pay the following hourly rates and any reasonable out of pocket travel and living expenses (if any) for the individual assigned. Microsoft reserves the right to utilize whichever labor categories in whatever quantities Microsoft determines, in Microsoft's sole discretion, are appropriate to perform the Professional Services. Any total fee stated is an estimate only. In order for Microsoft to continue providing hours of Professional Services beyond those funded in the table below, Customer and Microsoft must agree in writing to a new work order or amendment to this work order adding funding for the additional Professional Services and any other terms upon which Customer and Microsoft agree. The rates for any additionally funded hours of services will be the rates defined in the then current Microsoft published price list. The fees do not include fees for Products. Unless otherwise specified in the invoice, Customer will pay Microsoft within 60 calendar days of the date of Microsoft's invoice.

FEE TABLE FROM INITIAL WORK ORDER:

<u>MCS Labor Category</u>	<u>Units</u>	<u>Description</u>	<u>Hourly Rates</u>	<u>Proposed Price</u>
Digital Architect	0	Hours	\$320.00	\$0.00
Solution Architect	40	Hours	\$320.00	\$12,800.00
Principal Consultant	0	Hours	\$307.00	\$0.00
Senior Consultant	2880	Hours	\$297.00	\$855,360.00
Consultant	0	Hours	\$264.00	\$0.00
Associate Consultant	0	Hours	\$231.00	\$0.00
Account Delivery Executive	0	Hours	\$282.00	\$0.00
Senior Project Manager	960	Hours	\$294.00	\$282,240.00
Project Manager	0	Hours	\$282.00	\$0.00
Global Delivery - Offshore	7148	Hours	\$82.00	\$586,136.00
<u>Subcon Labor Category</u>				
Technician V	0	Hours	\$265.00	\$0.00
Technician IV	0	Hours	\$250.00	\$0.00
Technician III	0	Hours	\$220.00	\$0.00
Technician II	0	Hours	\$195.00	\$0.00
Technician I	0	Hours	\$165.00	\$0.00
Technician	0	Hours	\$140.00	\$0.00
Total Estimated Hours	11028			\$1,736,536.00
Estimated Travel Cost:				\$185,935.20
Estimated Total				\$1,922,471.20

SUPPLEMENTAL FEE TABLE FOR AMENDMENT 4:

MCS Labor Category	Units	Description	Hourly Rates	Proposed Price
Digital Architect	0	Hours	\$325.00	\$0.00
Solution Architect	400	Hours	\$325.00	\$130,000.00
Principal Consultant	0	Hours	\$312.00	\$0.00
Senior Consultant	800	Hours	\$301.00	\$240,800.00
Consultant	0	Hours	\$268.00	\$0.00
Associate Consultant	0	Hours	\$234.00	\$0.00
Account Delivery Executive	80	Hours	\$286.00	\$22,880.00
Senior Project Manager	400	Hours	\$298.00	\$119,200.00
Project Manager	0	Hours	\$286.00	\$0.00
Global Delivery - Offshore	2460	Hours	\$83.00	\$204,180.00
Subcon Labor Category				
Technician V	0	Hours	\$265.00	\$0.00
Technician IV	0	Hours	\$250.00	\$0.00
Technician III	400	Hours	\$220.00	\$88,000.00
Technician II	0	Hours	\$195.00	\$0.00
Technician I	0	Hours	\$165.00	\$0.00
Technician	0	Hours	\$140.00	\$0.00
Total Estimated Hours	4540			\$805,060.00
Estimated Travel Cost:				\$0.00
Estimated Total				\$805,060.00

SUPPLEMENTAL FEE TABLE FOR AMENDMENT 5:

MCS Labor Category	Units	Description	Hourly Rates	Proposed Price
Digital Architect	0	Hours	\$330.00	\$0.00
Solution Architect	224	Hours	\$330.00	\$73,920.00
Principal Consultant	0	Hours	\$320.00	\$0.00
Senior Consultant	680	Hours	\$305.00	\$207,400.00
Consultant	0	Hours	\$270.00	\$0.00
Associate Consultant	0	Hours	\$240.00	\$0.00
Account Delivery Executive	52	Hours	\$290.00	\$15,080.00
Senior Project Manager	1120	Hours	\$305.00	\$341,600.00
US Delivery Center Consultant	790	Hours	\$190.00	\$150,100.00
US Delivery Center Sr. Con.	790	Hours	\$230.00	\$181,700.00
Project Manager	0	Hours	\$290.00	\$0.00
Global Delivery - Offshore	0	Hours	\$85.00	\$0.00
Technician V	0	Hours	\$275.00	\$0.00
Technician IV	0	Hours	\$260.00	\$0.00
Technician III	0	Hours	\$230.00	\$0.00
Technician II	0	Hours	\$205.00	\$0.00
Technician I	0	Hours	\$175.00	\$0.00
Technician	0	Hours	\$145.00	\$0.00
Total Estimated Hours	3656			\$969,800.00
Estimated Travel Cost:				\$0.00
Estimated Total				\$969,800.00

SUPPLEMENTAL FEE TABLE FOR THIS AMENDMENT 6:

MCS Labor Category	Units	Description	Hourly Rates	Proposed Price
DELIVERY DATA SCIENTIST	0	Hours	\$330.00	\$0.00
DIGITAL ARCHITECT	0	Hours	\$330.00	\$0.00
SOLUTION ARCHITECT	200	Hours	\$330.00	\$66,000.00
SOFTWARE ENGINEER	0	Hours	\$330.00	\$0.00
PROGRAM DIRECTOR	0	Hours	\$330.00	\$0.00
PRINCIPAL CONSULTANT	0	Hours	\$320.00	\$0.00
SENIOR CONSULTANT	0	Hours	\$305.00	\$0.00
CONSULTANT	0	Hours	\$270.00	\$0.00
ASSOCIATE CONSULTANT	0	Hours	\$240.00	\$0.00
ACCOUNT DELIVERY EXECUTIVE	10	Hours	\$290.00	\$2,900.00
SENIOR PROJECT MANAGER	400	Hours	\$305.00	\$122,000.00
PROJECT MANAGER	0	Hours	\$290.00	\$0.00
GLOBAL DELIVERY OFFSHORE PROJECT MANAGER	0	Hours	\$85.00	\$0.00
GLOBAL DELIVERY OFFSHORE CONSULTANT	0	Hours	\$85.00	\$0.00
GLOBAL DELIVERY ONSHORE CONSULTANT	0	Hours	\$230.00	\$0.00
TECHNICIAN V	0	Hours	\$275.00	\$0.00
TECHNICIAN IV	0	Hours	\$260.00	\$0.00
TECHNICIAN III	0	Hours	\$230.00	\$0.00
TECHNICIAN II	0	Hours	\$205.00	\$0.00
TECHNICIAN I	0	Hours	\$175.00	\$0.00
TECHNICIAN	0	Hours	\$145.00	\$0.00
ASSOCIATE TECHNICIAN	0	Hours	\$115.00	\$0.00
US Delivery Center SENIOR CONSULTANT	0	Hours	\$230.00	\$0.00
US Delivery Center CONSULTANT	800	Hours	\$190.00	\$152,000.00
US Delivery Center SENIOR PROJECT MANAGER	0	Hours	\$230.00	\$0.00
US Delivery Center PROJECT MANAGER	0	Hours	\$190.00	\$0.00
US Delivery Center SUBCON – TECH 5	0	Hours	\$195.00	\$0.00
US Delivery Center SUBCON – TECH 4	0	Hours	\$175.00	\$0.00
US Delivery Center SUBCON – TECH 3	0	Hours	\$160.00	\$0.00
US Delivery Center SUBCON – TECH 2	0	Hours	\$135.00	\$0.00
US Delivery Center SUBCON – TECH 1	0	Hours	\$115.00	\$0.00
US Delivery Center SUBCON - TECH	0	Hours	\$100.00	\$0.00
Total Estimated Hours:	1410			\$342,900.00
Estimated Travel Cost:				\$0.00
Estimated Total				\$342,900.00

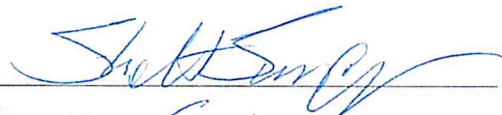
Professional Services fees under this Agreement shall not exceed the Estimated Totals indicated in the table above without prior approval from Customer. In the event that such approval must be sought, but is not provided, notwithstanding anything to the contrary in this Agreement or the Statement of Work (as applicable), Customer acknowledges and agrees that Microsoft has no further obligation to continue providing Professional Services.

As a result of this Amendment 6, the total value of the Agreement has increased by \$342,900.00, from \$3,697,331.20 to a new total of \$4,040,231.20.

3. The end date for the Agreement is hereby extended to December 31, 2022.
4. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.
5. All other terms and conditions shall remain unchanged. The Agreement shall remain in full force and effect as modified by this Amendment.

IN WITNESS WHEREOF, the parties have signed this Amendment on the date indicated below.
This Amendment is not binding until executed by Microsoft.

MICROSOFT CORPORATION

By: 
Shelton Sunday
Name
Principal Delivery Executive
Title
6/16/2022
Effective Date

SAN BERNARDINO COUNTY

By: 
Curt Hagman
Name
Chairman, Board of Supervisors
Title
JUN 14 2022
Date

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT WAS DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONEL
Clerk of the Board of Supervisors
of the County of San Bernardino

By: 
Deputy