

AMENDMENT NUMBER THREE
TO
SUBORDINATE CONTRACT MA-060-21011353
BETWEEN THE
COUNTY OF ORANGE
AND
FEDERAL TECHNOLOGY SOLUTIONS, INC.

This AMENDMENT NUMBER THREE to Contract Number MA-060-21011353 (hereinafter “AMENDMENT NUMBER THREE”) between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter “COUNTY”), and Federal Technology Solutions, Inc., (hereinafter referred to as “CONTRACTOR”) with a place of business at 1828 Railroad St., Corona, CA 92880 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County of Orange, acting through the County Executive Office, OCIT (hereinafter referred to as “OCIT”) executed a Master Agreement MA-017-21010863-B on January 13, 2021, for Structured Cabling and Installation Services, in effect from June 1, 2021, through and including February 28, 2024;

WHEREAS, COUNTY and CONTRACTOR executed a subordinate agreement to Master Agreement MA-017-21010863-B for Structured Cabling and Installation Services on May 11, 2021, as Contract Number MA-060-21011353 (hereinafter “ORIGINAL SUBORDINATE CONTRACT”), for the term of May 11, 2021, through and including February 28, 2024, in an amount not to exceed \$2,100,000;

WHEREAS, OCIT and CONTRACTOR renewed Master Agreement MA-017-21010863-B on January 23, 2024, for a new two-year term of February 29, 2024, through and including February 28, 2026; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL SUBORDINATE CONTRACT on February 28, 2024, for a one (1) year term of February 29, 2024, through and including February 28, 2025, in an amount not to exceed \$700,000; amended Paragraph 4. Compensation & Payment to update the shall not exceed amount; and amended Paragraph 5. Invoicing & Paragraph 6. Notices to update the County Technology Division’s address, and added the Research & Development Division, in an amount not to exceed \$200,000 for an updated total amount not to exceed \$900,000 (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL SUBORDINATE CONTRACT on February 25, 2025 for a one (1) year term of March 1, 2025, through and including February 28, 2026, in an amount not to exceed \$900,000; and

WHEREAS, COUNTY amended the ORIGINAL CONTRACT to add Paragraph 8. Compliance with Laws, Paragraph 9. Conflict of Interest - Contractor’s Personnel, Paragraph 10. Conflict of Interest - County Personnel and Paragraph 11. Sub-Contracting, and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the changes to those terms as stated herein (hereinafter “AMENDMENT NUMBER TWO”);

WHEREAS, OCIT and CONTRACTOR renewed Master Agreement MA-017-21010863-B on January 13, 2026, for a two (2) year term of March 1, 2026 through and including February 29, 2028; and

WHEREAS, COUNTY desires to renew the ORIGINAL SUBORDINATE CONTRACT for a one (1) year term of March 1, 2026, through and including February 28, 2027, in an amount not to exceed \$900,000 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in, AMENDMENT NO. 3 of MASTER AGREEMENT MA-017-21010863-B, attached herein as ATTACHMENT A;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

- a. Paragraph 2., Term of Subordinate Contract, of the Agreement is amended and replaced in its entirety as follows:

This Subordinate Contract shall commence on May 11, 2021 and continue through and including February 28, 2027, unless otherwise terminated by COUNTY pursuant to the termination provision of the Master Agreement or renewed by a duly executed written amendment between the Parties according to the Master Agreement.

- b. Paragraph 3, Renewal, of the Agreement is amended and replaced in its entirety as follows:

This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term upon successful renewal of the County Executive Office OCIT contract MA-017-21010863-B. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

- c. Paragraph 4, Compensation & Payment, of the Agreement is amended and replaced in its entirety as follows:

Contractor agrees to provide the Services in accordance with the terms and condition of the Master Agreement, including its attachments, and at the fixed rates as set forth in Attachment B – Cost/Compensation of the Master Agreement. The total cost of this Subordinate Contract shall not exceed \$4,800,000.00. The County shall have no obligations to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties. The total cost for the term of March 1, 2026, through and including February 28, 2027, shall not exceed \$900,000.

- d. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

- Signature Page follows -

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER THREE to Contract number MA-060-21011353.

*Contractor: Federal Technology Solutions, Inc.

Signed by: JACQUES MANCIET Title: President
 By: _____ Date: 2/27/2026 | 11:45:21 PST
692810BC8B3D49E...
 Print Name: JACQUES MANCIET

*Contractor: Federal Technology Solutions, Inc.

Signed by: JACQUES MANCIET Title: Secretary
 By: _____ Date: 2/27/2026 | 11:45:21 PST
692810BC8B3D49E...
 Print Name: JACQUES MANCIET

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
 Print Name: _____ Date: _____

Approved as to Form

Office of the County Counsel
 Orange County, California
 By: Christopher Anderson
FD52599179CA41C...
 Deputy

ATTACHMENT A
AMENDMENT NO. 3 TO CONTRACT MA-017-21010863-B



AMENDMENT NO. 3
TO CONTRACT MA-017-21010863-B
FOR
STRUCTURED CABLING AND INSTALLATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
FEDERAL TECHNOLOGY SOLUTIONS, INC.

This Amendment No. 3 to Contract MA-017-21010863-B (hereinafter “Amendment No. 3”) is made and entered into as of the date fully executed by and between the **County of Orange** (hereinafter “County”), a political subdivision of the State of California, and **Federal Technology Solutions, Inc.** (hereinafter “Contractor”), with a place of business at 1828 Railroad St. Corona CA, 92880 with County and Contractor sometimes individually referred to as “Party or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed aggregate Contract MA-017-21010863-B (hereinafter “Contract”) for Structured Cabling and Installation Services, effective **March 1, 2021, through and including February 28, 2024**, in an amount not to exceed \$1,250,000 annually; and

WHEREAS, the Parties executed Amendment No. 1 to include an hourly rate for Structured Cabling Engineering and Design Services; and

WHEREAS, the Parties executed Amendment No. 2 to 1) amend the Contract to amend provision number two (2) “Term of Contract”, 2) amend provision number three (3) “Renewal”, 3) add provision number nineteen (19) “Safety Data Sheets”, 4) add provision number twenty (20) “Contractor Safety”, and 5) replace Attachment B “Cost/Compensation” in its entirety; and

WHEREAS, the Parties desire to amend the Contract to 1) amend provision number two (2) “Term of Contract”, 2) replace Attachment B “Cost/Compensation”, and 3) amend provision number thirty-three (33) of Part II – General Conditions, and Contractor has agreed to continue to provide Structured Cabling and Installation Services in accordance with the terms herein.

NOW THEREFORE, the Parties mutually agree as follows:

1. Provision number two (2) “Term of Contract” shall be amended to read:

“**TERM OF CONTRACT:** The term of this Contract shall be effective upon execution of all necessary signatures and continue for seven (7) years from **March 1, 2021, thru and including February 29, 2028**, unless otherwise terminated as provided in the Contract.”

2. Attachment B, Cost/Compensation, shall be deleted in its entirety and replaced with revised Attachment B, attached hereto and incorporated herein by reference.
3. Under Part II – General Conditions, Section 33 “Written Notice”, the following County contact shall be added as follows:

“Agency Name: Orange County Information Technology
 Procurement Contract Specialist
 Attn: Annie Pham, DPA

Phone: (714)567-7409

Email: Annie.Pham@ocit.oc.gov

4. All other terms and conditions of Aggregate Contract MA-017-21010863-B, except as amended in Amendment No. 3 herein, shall remain unchanged and in full force and effect.

[Signature Page Follows]

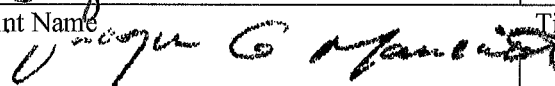
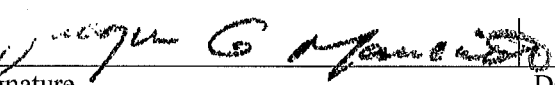
SIGNATURE PAGE

In Witness Whereof, the Parties hereto have executed this Amendment No. 3 on the date set forth opposite their signature(s).

Contractor shall provide two signatures as follows:

- 1) The **first signature** must be either the Chairman of the Board, President, or any Vice President.
- 2) The **second signature** must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.


In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

FIRST SIGNATURE	Jacques Manciet	President
	Print Name	Title
SECOND SIGNATURE		12/8/25
	Signature	Date
FIRST SIGNATURE	Jacques Manciet	Secretary
	Print Name	Title
SECOND SIGNATURE		12/8/25
	Signature	Date

County of Orange, a political subdivision of the State of California:

ANNIE PHAM	Deputy Purchasing Agent
Print Name	Title
Signature	Date

APPROVED AS TO FORM:

David Obrand	Deputy
Print Name	Title
	12-8-2025
Signature	Date

Attachment B

Cost/Compensation

I. Contractor Pricing

Contractor hourly pricing shall be based upon general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract.

Contractor shall provide all necessary information requested on a Project-by-Project basis. All cables and termination products provided by the Contractor in service of this Contract shall meet or exceed all applicable ANSI/BICSI NI-2019 and ANSI/TIA 568.1.D standards for performance within their respective product types and be “Name Brand” products. Due to the continuing reports in the Cable Industry of non-compliant and counterfeit cables on the market, no ‘Off-Shore’ cables will be accepted.

- A. The hourly rates shall cover all costs for the work, including direct and indirect labor charges (in accordance with the established general prevailing wage rate requirements), truck, all necessary equipment, tools, overhead, travel, depreciation, other expenses, and all profit.
- B. Labor hours shall be charged based on actual time spent on each job, not on a portal- to- portal basis, and shall be computed to the nearest one-quarter (1/4) hour. Contractor shall maintain payroll records in accordance with Section 1776 of the California Labor Code. Said records shall be made available upon request by the County as provided for in the Labor Code. Contractor shall be subject to the penalties for violations as provided for in the Labor Code.
- C. Contractor shall pay the general prevailing wage rate for all Projects costing more than \$1,000. (Reference Section 1771 of the California Labor Code, General Prevailing Wages). Projects shall not be split to avoid this requirement.
- D. Premium Hour or Special Hour rates shall not be paid on non-emergency response requests unless specifically authorized in writing by the Agency Project Manager or CEO/OCIT at the time the request for service is initiated.
- E. Minimum Call Charge is applicable only when the actual job cost is below the established minimum. It is not a separate or additional charge.
- F. All material items shall be listed on the invoice for each location.
- G. For items not listed in Attachment B – Cost/Compensation, all copies of the actual receipts shall be attached to the invoice.

II. COMPENSATION

This is a Time and Materials based Contract between the County and the Contractor for Structured Cabling and Installation Services, as specified in Attachment A, Scope of Work.

Contractor agrees to accept the compensation as set forth in this Attachment B as full remuneration for (a) performing all services and furnishing all staffing and materials required, (b) any reasonably unforeseen difficulties which may arise or be encountered in the performance of the services until acceptance, (c) risks connected with the services, and (d) performance by the Contractor of all its duties

and obligations required hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment.

Contractor shall be responsible for all costs related to photocopying, telephone communications, fax communications, travel, parking, and any and all "out of pocket" expenses incurred by the Contractor, during the performance of the services under this Contract unless otherwise specified.

III. PRICING-SERVICES

Table I

SERVICE	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
Initial Inspection: Develop Scope of Work	Each	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Regular Hours: (Monday thru Friday, 7:00 a.m. - 5:00 p.m.)	Hour	\$98.54	\$98.54	\$98.54	\$103.47	\$106.05	\$106.05	\$108.17
Premium Hours: (Monday thru Friday, 5:01 p.m. - 6:59 a.m.; Saturday 7:00 a.m. - 5:00 p.m.)	Hour	\$108.79	\$108.79	\$108.79	\$114.23	\$117.09	\$117.09	\$119.43
Special Hours: (Saturday 5:01 p.m. - 11:59 p.m.) (Sunday and Holidays)	Hour	\$145.62	\$145.62	\$145.62	\$152.90	\$156.72	\$156.72	\$159.85
Minimum Call Out Charge for Repairs (if applicable)	Call	\$232.56	\$232.56	\$232.56	\$244.19	\$250.29	\$250.29	\$255.30
Engineering and Design Services	Hourly	N/A	N/A	\$175.00	\$175.00	\$175.00	\$175.00	\$178.50

Table II

MATERIALS	For the Life of the Contract
Mark-Up for Materials	10%
Contractor will provide receipts indicating Contractor cost and corresponding mark-up (See Attachment B Section VI below)	

Table III

CREDITS	For the Life of the Contract
Background Checks	Contractor will credit the County the cost of Background Checks on the appropriate invoice.
Service Now Training & Licensing	Contractor will credit the County the cost of Service Now Training & Licensing on the appropriate invoice. See Attachment A, Scope of Services, Section III.A.1 for more information

IV. TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED:

\$8,750,000 for the 7-year term.

V. PAYMENT TERMS

Contractor shall reference the Contract number on the invoice. Payment shall be net 45 days in Arrears after receipt of an invoice in a format reasonably acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

In no event shall County pay Contractor interest or other late charges on any charges or other amounts due under this Contract. County will have the right to set off against amounts owed by County under the Contract any amount the Contractor is obligated to pay or credit County under this Contract.

Receipts of actual cost will need to be provided for other products not listed in Attachment B-Cost/Compensation.

VI. PAYMENT/INVOICING INSTRUCTIONS

A. Within five (5) calendar days after the last day of each calendar month, Contractor shall use its best efforts to invoice County for all charges for services provided in the immediately preceding calendar month. Contractor shall not invoice County, and County shall not be obligated to pay, any charges or other invoiced amounts (including pass through expenses and any charges relating to Contractor's subcontractors) that are not properly invoiced within sixty (60) calendar days after the end of the month in which such charges were incurred, unless a request for an extension is approved in writing by the County within the sixty (60) calendar days window.

Contractor shall provide an invoice on Contractor's letterhead for services rendered. Each invoice shall have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County Agency/Department
4. County Contract number
5. Cost:
 - a. For items not listed in Attachment B – Cost/Compensation such as Materials, copies of all receipts of the actual purchase invoices shall be attached to the invoice;
6. Credits:
 - a. Credit to County for Background Checks performed by County for Contractor staff
 - b. Credit of 2% to County for invoices paid within 15 days
 - c. Credit to County for Service Now Training & Licensing
7. Contractor's Federal I.D. number; and
8. Total.

B. Contractor shall attach to each invoice submitted:

The Service Request, which shall include:

- a. Date and time services were provided;
- b. Number of labor hours used;
- c. Materials used;
- d. Service Request number;
- e. Name of Contractor performing the services; and
- f. Additional comments.

C. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction. The CEO/OCIT Project Manager, Agency Project Manager or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:

County of Orange – CEO/OCIT
Attn: Accounts Payable
721 S. Parker St.,
2nd Floor
Orange, CA 92868

AND

ocitaccountspayable@ocit.oc.gov

AMENDMENT NUMBER TWO
TO
SUBORDINATE CONTRACT MA-060-21011353
BETWEEN THE
COUNTY OF ORANGE
AND
FEDERAL TECHNOLOGY SOLUTIONS, INC.

This AMENDMENT NUMBER TWO to Contract Number MA-060-21011353 (hereinafter “AMENDMENT NUMBER TWO”) between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter “COUNTY”), and Federal Technology Solutions, Inc., (hereinafter referred to as “CONTRACTOR”) with a place of business at 1828 Railroad St., Corona, CA 92880 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County of Orange, acting through the County Executive Office, OCIT (hereinafter referred to as “OCIT”) executed a Master Agreement MA-017-21010863 on January 13, 2021, for Structured Cabling and Installation Services, in effect from June 1, 2021, through and including February 28, 2024;

WHEREAS, COUNTY and CONTRACTOR executed a subordinate agreement to Master Agreement MA-017-21010863 for Structured Cabling and Installation Services on May 11, 2021, as Contract Number MA-060-21011353 (hereinafter “ORIGINAL SUBORDINATE CONTRACT”), for the term of May 11, 2021, through and including February 28, 2024, in an amount not to exceed \$2,100,000;

WHEREAS, OCIT and CONTRACTOR renewed Master Agreement MA-017-21010863 on January 23, 2024, for a new two-year term of February 29, 2024, through and including February 28, 2026; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL SUBORDINATE CONTRACT on February 28, 2024, for a one (1) year term of February 29, 2024, through and including February 28, 2025, in an amount not to exceed \$700,000; amended Paragraph 4. Compensation & Payment to update the shall not exceed amount; and amended Paragraph 5. Invoicing & Paragraph 6. Notices to update the County Technology Division’s address, and added the Research & Development Division, in an amount not to exceed \$200,000 for an updated total amount not to exceed \$900,000 (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY desires to renew the ORIGINAL SUBORDINATE CONTRACT for a one (1) year term of March 1, 2025, through and including February 28, 2026, in an amount not to exceed \$900,000 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL SUBORDINATE CONTRACT; and

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to add Paragraph 8. Compliance with Laws, Paragraph 9. Conflict of Interest - Contractor’s Personnel, Paragraph 10. Conflict of Interest - County Personnel and Paragraph 11. Sub-Contracting, and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the changes to those terms as stated herein;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Agreement, Paragraph 2. Term of Subordinate Contract, Paragraph 3. Renewal and Paragraph 4, Compensation & Payment of the ORIGINAL SUBORDINATE CONTRACT are amended in their entirety as follows:

2. Term of Subordinate Contract:

This Subordinate Contract shall commence upon execution of all necessary signatures, and continue through February 28, 2026, unless otherwise terminated by COUNTY pursuant to the termination provision of the RCA or renewed by a duly executed written amendment between the Parties according to the RCA.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for one (1) additional two (2) year term upon successful renewal of the County Executive Office OCIT contract MA-017-21010863. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Compensation & Payment:

Contractor agrees to provide the Services in accordance with the terms and condition of the Master Agreement, including its attachments, and at the fixed rates as set forth in Attachment B – Cost/Compensation of the Master Agreement. The total cost of this Subordinate Contract shall not exceed \$3,900,000.00. The County shall have no obligations to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties. The total cost for the term of March 1, 2025, through and including February 28, 2026, shall not to exceed \$900,000.

- b. Agreement, Paragraph 8. Compliance with Laws, Paragraph 9. Conflict of Interest – Contractor’s Personnel, Paragraph 10. Conflict of Interest – County Personnel and Paragraph 11. Sub-Contracting, are added to the ORIGINAL SUBORDINATE CONTRACT to read as follows:

8. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

9. Conflict of Interest – Contractor’s Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

10. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. Sub-Contracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County’s consent to Contractor’s request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

- Signature Page follows -

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER TWO to Contract number MA-060-21011353.

*Contractor: Federal Technology Solutions, Inc.

By: [Signature] Title: President
Print Name: Troyes A. Mancini Date: 1-24-25

*Contractor: Federal Technology Solutions, Inc.

By: [Signature] Title: Secretary
Print Name: Troyes A. Mancini Date: 1-24-25

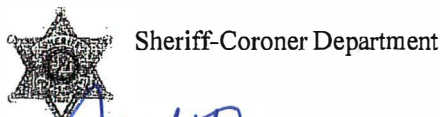
**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



By: [Signature] Title: Purchasing Manager
Print Name: [Signature] Date: 2/25/25

BOARD APPROVED: 2/25/25
Approved as to Form

Office of the County Counsel
Orange County, California

By: [Signature]
Deputy [Signature]
B7726751D1E947E...

AMENDMENT NUMBER ONE
TO
SUBORDINATE CONTRACT MA-060-21011353
BETWEEN THE
COUNTY OF ORANGE
AND
FEDERAL TECHNOLOGY SOLUTIONS, INC.

This AMENDMENT NUMBER ONE to Contract Number MA-060-21011353 (hereinafter “AMENDMENT NUMBER ONE”) between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter “COUNTY”), and Federal Technology Solutions, Inc., (hereinafter referred to as “CONTRACTOR”) with a place of business at 1828 Railroad St., Corona, CA 92880 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County of Orange, acting through the County Executive Office, OCIT (hereinafter referred to as “OCIT”) executed a Master Agreement MA-017-21010863 on January 13, 2021 for Structured Cabling and Installation Services, in effect from June 1, 2021 through and including February 28, 2024;

WHEREAS, COUNTY and CONTRACTOR executed a subordinate agreement to Master Agreement MA-017-21010863 for Structured Cabling and Installation Services on May 11, 2021, as Contract Number MA-060-21011353 (hereinafter “ORIGINAL SUBORDINATE CONTRACT”), for the term of May 11, 2021 through and including February 28, 2024 in an amount not to exceed \$2,100,000;

WHEREAS, OCIT and CONTRACTOR renewed Master Agreement MA-017-21010863 on January 23, 2024 for a new two-year term of February 29, 2024 through and including February 28, 2026;

WHEREAS, COUNTY desires to renew the ORIGINAL SUBORDINATE CONTRACT for an additional one (1) year term of February 29, 2024 through and including February 28, 2025 in an amount not to exceed \$700,000; to amend Section 4. Compensation & Payment to update the shall not exceed amount; and to amend Section 5. Invoicing & Section 6 Notices to update County Technology Division address, also to add the Research & Development Division, in an amount not to exceed \$200,000 for an updated amount not to exceed \$900,000 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL SUBORDINATE CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

ARTICLES

1. a. Agreement, Section 2, Term of Subordinate Contract, of the ORIGINAL SUBORDINATE CONTRACT is amended to read in its entirety as follows:

2. Term of Subordinate Contract:

This Subordinate Contract shall commence upon execution of all necessary signatures, and continue through February 28, 2025, unless otherwise terminated by COUNTY pursuant

to the termination provision of the RCA or renewed by a duly executed written amendment between the Parties according to the RCA.

- b. Agreement, Section 3, Renewal, of the ORIGINAL SUBORDINATE CONTRACT is amended in its entirety as follows:

- 3. Renewal:

- This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year terms upon successful renewal of the County Executive Office OCIT contract MA-017-21010863. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

- c. Agreement, Section 4, Compensation & Payment, of the ORIGINAL SUBORDINATE CONTRACT is amended in its entirety as follows:

- 4. Compensation & Payment:

- Contractor agrees to provide the Services in accordance with the terms and condition of the Master Agreement, including its attachments, and at the fixed rates as set forth in Attachment B – Cost/Compensation of the Master Agreement. The total cost of this Subordinate Contract shall not exceed \$3,000,000.00. The County shall have no obligations to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

- d. Agreement, Section 5, Invoicing, of the ORIGINAL SUBORDINATE CONTRACT is amended in part to read as follows:

- 5. Invoicing:

- County of Orange
Sheriff-Coroner Technology Division
1382 Bell Ave.
Tustin, CA 92780
Email: TechnologyInvoices@ocsheriff.gov

- County of Orange
Sheriff-Coroner Research & Development
431 The City Dr. South
Orange, CA 92868
Email: elochoa@ocsheriff.gov

- e. Agreement, Section 6, Notices, of the ORIGINAL SUBORDINATE CONTRACT is amended in part to read as follows:

- 6. Notices:

- Contractor:
Federal Technology Solutions, Inc.
1828 Railroad Street
Corona, CA 92878-5012
Attn: Jacques Manciet, President
949-795-9046
Email: Jackm@federalsales.com

County:
County of Orange
Sheriff-Coroner Technology Division
1382 Bell Ave.
Tustin, CA 92780
Attn: Luana Weinkauff
714-704-7961
Email: lweinkauff@ocsheriff.gov

County of Orange
Sheriff-Coroner Research & Development
431 The City Dr. South
Orange, CA 92868
Attn: Elizabeth Ochoa
714-935-6841
Email: elochoa@ocsheriff.gov

Assigned DPA:
County of Orange
Sheriff-Coroner Department Purchasing Services
320 N. Flower St., 2nd Fl
Santa Ana, CA 92703
Attn: Victor Vega, DPA
714-834-6318
Email: vvega@ocsheriff.gov

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

- Signature Page follows -

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER ONE to Contract number MA-060-21011353.

*Contractor: Federal Technology Solutions, Inc.

By: Jacques G Mancel Title: PRESIDENT
Print Name: JACQUES MANCIET Date: 1-26-24

*Contractor: Federal Technology Solutions, Inc.

By: Jacques G Mancel Title: SECRETARY
Print Name: JACQUES MANCIET Date: 1-26-24

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Administrative Manager I
Print Name: Olivia Prudencio Date: 2/28/24

Approved by the Board of Supervisors: 2/27/24

Approved as to Form

Office of the County Counsel
Orange County, California

By: Annie Loo
Deputy



SUBORDINATE CONTRACT NO. MA-060-21011353 with Federal Technology Solutions, Inc. is hereby issued per the terms and conditions of Master Agreement MA-017-21010863-B for Structured Cabling, Installation, and Related Services.

This Subordinate Contract MA-060-21011353 is made and entered into upon execution of all necessary signatures between Federal Technology Solutions, Inc., having its principal place of business at 1828 Railroad Street, Corona, CA 92880-2512 (hereinafter referred to as “Contractor”), and the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”), acting through the Orange County Sheriff-Coroner Department, with a place of business at 320 N Flower St 2nd FL, Santa Ana, CA 92703-5000 (hereinafter referred to as “Sheriff-Coroner”), which are sometimes individually referred to as “Party” or collectively referred to as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachment, which is incorporated by reference into this Subordinate Contract:

Attachment A – Master Agreement MA-017-21010863-B

RECITALS

WHEREAS, the County of Orange, acting through the County Executive Office, and Contractor executed a Master Agreement MA-017-21010863-B on January 13, 2021 for Structured Cabling, Installation, and Related Services (hereinafter referred to as “Master Agreement”), now in effect from March 1, 2021 through and including February 28, 2024; and

WHEREAS, County, acting through the Sheriff-Coroner, and Contractor desire to enter into a Subordinate Contract for Structured Cabling, Installation, and Related Services pursuant to the terms, conditions and pricing of the Master Agreement, which is attached hereto and incorporated herein by reference as Attachment A;

NOW, THEREFORE, the parties mutually agree:

1. **Scope of Contract:** This Subordinate Contract specifies the terms and conditions by which the County, acting through the Sheriff-Coroner, will procure Structured Cabling, Installation, and Related Services from the Contractor (hereinafter referred to as “Services”) as more fully detailed in Attachment A, Master Agreement MA-017-21010863-B.
2. **Term of Subordinate Contract:** This Subordinate Contract shall commence upon execution of all necessary signatures by the Parties and continue through February 28, 2024, unless otherwise terminated by the County pursuant to the termination provision of the or renewed by a duly executed written amendment between the Parties according to the .
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional two (2) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Compensation & Payment:** Contractor agrees to provide the Services in accordance with the terms and condition of the Master Agreement, including its attachments, and at the fixed rates as set forth in Attachment B – Cost/Compensation of the Master Agreement. The total cost of this Subordinate Contract



SUBORDINATE CONTRACT

shall not exceed \$2,100,000.00. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

5. Invoicing: Invoicing shall be done in accordance with the terms and conditions of Attachment B – Cost/Compensation of the Master Agreement. Vendor shall reference Subordinate Contract MA-060-21011353 on invoices. Invoices are to be submitted to the Sheriff-Coroner division requesting the Services:

County of Orange
 Sheriff-Coroner Department/Purchasing Services Unit
 320 N Flower St 3rd FL
 Santa Ana, CA 92703-5000
 Attn: Bonnie Blackburn
 Phone: 714-834-3184
 Email: bblackburn@ocsd.org

6. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:
 Federal Technology Solutions, Inc.
 1828 Railroad Street
 Corona, CA 92880-2512
 Attn: John Pinelo, Sr.
 Phone: 951-840-0369
 Email: Johnp@federalsales.com

County:
 County of Orange
 Sheriff-Coroner Department/Purchasing Services Unit
 320 N Flower St 3rd FL
 Santa Ana, CA 92703-5000
 Attn: Bonnie Blackburn
 Phone: 714-834-3184
 Email: bblackburn@ocsd.org

Assigned DPA:
 County of Orange
 Sheriff-Coroner Department/Purchasing Services Unit
 320 N Flower St 2nd FL
 Santa Ana, CA 92703-5000
 Attn: Dat Tuan Thai, DPA



SUBORDINATE CONTRACT

Phone: 714-834-3381
 Email: dthai@ocsd.org

7. Security Requirements:

- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.
- B. Contractor shall not assign to the County property any Contractor personnel as to whom the foregoing procedures indicate:
1. Inability or unwillingness to perform in a competent manner.
 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal drugs or other substances.
- C. If any of the problems identified with respect to the Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.
- E. THE CONTRACTOR'S PERSONNEL REQUIREMENTS:
1. All personnel to be employed in performance of the work under this Contract shall be subject to an Orange County Sheriff-Coroner Department ("Sheriff") Security Clearance. Clearances must be updated and renewed according to the Sheriff-Coroner Department Security Clearance policy.
 2. No person shall be employed on this work that has not received prior clearance from the Sheriff.



SUBORDINATE CONTRACT

3. Within 15 days of the effective date of this Contract, the Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that any time an employee is assigned to work on Sheriff's facilities under this Contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this Contract.
4. Contractor shall be responsible for ensuring to submit updated Security Clearance forms in order to renew the Security Clearance. Updated forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for twelve (12) months from the date of issuance.
5. If, after a Security Clearance is granted but prior to the time for Security Clearance renewal, the Contractor becomes aware of new information relevant to the Security Clearance of an employee, i.e., a new arrest or conviction, the Contractor shall provide an updated form to the County so the security clearance may be reviewed in light of the new information.
6. Contractor shall inform employees assigned to perform work under this Contract of their duty to inform Contractor of any change in information or new information that arises during the pendency or after approval of a Security Clearance.
7. Contractor Security Clearance information forms must be submitted on the original Sheriff's printed form. Facsimile or photocopy forms will not be accepted.
8. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
9. The Sheriff will not give the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

F. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. All work areas shall be secured prior to the end of each workday.
2. Contractor's personnel shall have no contact, either verbal or physical, with inmates in the facility. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.



SUBORDINATE CONTRACT

4. Contractor's personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Sheriff's Deputy.
8. Contractor's personnel shall report to the on-site contact person when either leaving or temporarily leaving the facility, and at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.
13. County shall provide relatively free reign for Contractor's personnel to move and perform work as necessary; however, workers will be escorted by a Sheriff Deputy or authorized Correctional Programs personnel at all times.
14. Contractor's personnel may also be subject to cursory search of their person and equipment/tools, both upon entering and leaving the County jail facilities.
15. Contractor's personnel shall be responsible for submitting an itemized essential tool roster (See Exhibit 1) to Main Control upon entry to County jail facilities for installation of television(s) and enclosure(s). All essential tools shall be numbered and labeled and be kept in a lockable container, subject to County's approval. Contractor's workers shall closely monitor all tools and materials at all times. Under no circumstances shall any tools be left unattended once brought into County jail facilities.

- Signature page to follow -



SUBORDINATE CONTRACT

The Parties hereto have executed this Subordinate Contract MA-060-21011353 on the dates shown opposite their respective signatures below.

CONTRACTOR* Federal Technology Solutions, Inc.

By: [Signature] Title: President

Print Name: JACQUES A. YANUET Date: 3/23/2021

By: [Signature] Title: Secretary

Print Name: JACQUES A. YANUET Date: 3/23/2021

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

By: [Signature] Title: Purchasing Manager

Print Name: Frederick Lyle Rossow Date: 5/11/2021

Approved by the Board of Supervisors: 5/11/2021

Approved as to Form
Office of the County Counsel
Orange County, California

By: [Signature]
Deputy



ATTACHMENT A

Master Agreement MA-017-21010863-B