



**AMENDMENT NO. 2  
TO CONTRACT MA-017-21010863-B  
FOR  
STRUCTURED CABLING AND INSTALLATION SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
FEDERAL TECHNOLOGY SOLUTIONS, INC.**

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This Amendment No. 2 to Contract MA-017-21010863-B (hereinafter “Amendment No. 2”) 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 desire to amend the Contract to amend provision number two (2) “Term of Contract”, amend provision number three (3) “Renewal”, add provision number nineteen (19) “Safety Data Sheets”, add provision number twenty (20) “Contractor Safety”, and replace Attachment B “Cost/Compensation” in its entirety, 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 initial term of this Contract shall be effective upon execution of all necessary signatures and continue for five (5) years from **March 1, 2021, thru and including February 28, 2026**, unless otherwise terminated as provided herein.”
2. Provision number three (3) “Renewal” shall be amended to read:  
“**RENEWAL:** This Contract may be renewed upon expiration for one additional two-year (2) term, upon agreement of both parties. The County is not obligated to give reason if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.”
3. Provisions number nineteen (19) and twenty (20) shall be added as follows:  
“**19. SAFETY DATA SHEETS:** Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the “Notices” provision of this Contract, or to the place of shipment or provision of goods/services.”

**“20. CONTRACTOR SAFETY:** Contractor shall comply with County’s Safety and Loss Prevention Policy and Procedure #306 (“Contractor Safety Responsibilities”) and submit a copy of its Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the SafetyActivity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.”

4. Attachment B, Cost Compensation, shall be deleted in its entirety and replaced with revised Attachment B, attached hereto and incorporated herein by reference. See separate Attachment entitled “Attachment B, Cost/Compensation, As amended in Amendment No. 2 to Contract MA-017-21010863-B”
5. All other terms and conditions of Aggregate Contract MA-017-21010863-B, except as amended in Amendment No. 1 and herein, shall remain unchanged and in full force and effect.

**END OF RECITALS**

**SIGNATURE PAGE**

In Witness Whereof, the Parties hereto have executed this Amendment 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.

<b>FIRST SIGNATURE</b>	Jacques Manciet	President
	Print Name <small>DocuSigned by:</small> <i>Jacques Manciet</i>	Title 11/30/2023
	Signature <small>0626108C0B3C49E...</small>	Date
<b>SECOND SIGNATURE</b>	Jacques Manciet	Secretary
	Print Name <small>DocuSigned by:</small> <i>Jacques Manciet</i>	Title 11/30/2023
	Signature <small>0626108C0B3C49E...</small>	Date

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

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

**APPROVED AS TO FORM:**

David Obrand	Deputy
Print Name <small>DocuSigned by:</small> <i>David Obrand</i>	Title 11/30/2023
Signature <small>5F60DF5AA04049E...</small>	Date

## Attachment B

### Cost/Compensation

As amended in Amendment No. 2 to Contract MA-017-21010863-B

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#### **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 CBO/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.

The 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.

The 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
<b>Initial Inspection:</b> Develop Scope of Work	Each	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Regular Hours:</b> (Monday thru Friday, 7:00 a.m. - 5:00 p.m.)	Hour	\$98.54	\$98.54	\$98.54	\$103.47	\$106.05
<b>Premium Hours:</b> (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
<b>Special Hours:</b> (Saturday 5:01 p.m. - 11:59 p.m.) (Sunday and Holidays)	Hour	\$145.62	\$145.62	\$145.62	\$152.90	\$156.72
<b>Minimum Call Out Charge for Repairs (if applicable)</b>	Call	\$232.56	\$232.56	\$232.56	\$244.19	\$250.29
<b>Engineering and Design Services</b>	Hourly	N/A	N/A	\$175.00	\$175.00	\$175.00

**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**

<b>CREDITS</b>	<b>For the Life of the Contract</b>
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:**

\$6,250,000 for the 5-year term.

**V. PAYMENT TERMS**

The 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. The 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.

The 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
  - a. 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  
1055 N. Main St.,  
6th Floor  
Santa Ana, CA 92701

AND

ocitaccountspayable@ocit.ocgov.com

END OF ATTACHMENT B