



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 2<sup>nd</sup> 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~~2025, unless otherwise terminated by the 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. 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



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shall not exceed \$~~2,100~~3,000,000.00. 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 Technology Division ~~Department/Purchasing Services Unit~~  
 1382 Bell Ave. ~~320 N Flower St 3<sup>rd</sup> FL~~  
 Tustin, CA 92780 ~~Santa Ana, CA 92703-5000~~  
 Attn: Luana Weinkauf ~~Bonnie Blackburn~~  
 714-704-7961 ~~714-834-3184~~  
 Email: [TechnologyInvoices@ocsheriff.gov](mailto:TechnologyInvoices@ocsheriff.gov) ~~bblackburn@ocsd.org~~

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

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](mailto:Johnp@federalsales.com)

County:  
 County of Orange  
 Sheriff-Coroner Technology Division ~~Department/Purchasing Services Unit~~  
 1382 Bell Ave. ~~320 N Flower St 3<sup>rd</sup> FL~~  
 Tustin, CA 92780 ~~Santa Ana, CA 92703-5000~~  
 Attn: Luana Weinkauf ~~Bonnie Blackburn~~  
 714-704-7961 ~~714-834-3184~~  
 Email: [lweinkauf@ocsheriff.gov](mailto:lweinkauf@ocsheriff.gov) ~~bblackburn@ocsd.org~~



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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](mailto:elochoa@ocsheriff.gov)

Assigned DPA:  
 County of Orange  
 Sheriff-Coroner Department/Purchasing Services Unit  
 320 N Flower St 2<sup>nd</sup> FL  
 Santa Ana, CA 92703-5000  
 Attn: Victor Vega ~~Dat Tuan Thai~~, DPA  
 Phone: 714-834-6318 ~~3384~~  
 Email: [vvega@ocsheriff.gov](mailto:vvega@ocsheriff.gov) ~~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.



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- 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.
  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.



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2. Contrator'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.
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



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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 -



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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: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\* 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.

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

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

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

By: \_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Orange, California

By: \_\_\_\_\_  
Deputy



ATTACHMENT A

Master Agreement MA-017-21010863-B