



**AMENDMENT NO. 5
 TO
 SUBORDINATE AGREEMENT MA-017-15012296
 BETWEEN
 COUNTY OF ORANGE
 AND
 ALQUEST TECHNOLOGIES, INC.
 FOR
 STRUCTURED CABLING SERVICES**

This Amendment No. 5 to Subordinate Agreement MA-017-15012296 for Structured Cabling Services is made and entered into as of the date fully executed by and between the County of Orange (“County”), a political subdivision of the State of California, acting through the Orange County Office of Information Technology (“OCIT”), and Alquest Technologies, Inc. (“Contractor”) with a place of business at 1760 Yeager Avenue, La Verne, CA 91750. County and Contractor may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, on June 26, 2015, County and Contractor executed Regional Cooperative Agreement (“RCA”) #MA-017-15012110 for Structured Cabling Services for a three (3) year period, effective July 1, 2015 through June 30, 2018, with the option to renew up to two (2) consecutive one-year periods under the same terms and conditions and pricing structure; and

WHEREAS, on July 1, 2015, County, acting through OCIT, and Contractor entered into Subordinate Agreement MA-017-15012296 (“Subordinate Agreement”), pursuant to the terms and conditions of the RCA, for a one (1) year period, effective July 1, 2015 through June 30, 2016, in an amount not to exceed \$99,000, with the option to renew up to four (4) consecutive one-year periods under the same terms and conditions and pricing structure; and

WHEREAS, on March 21, 2016, County, acting through OCIT, and Contractor executed Amendment No. 1 to Subordinate Agreement to renew the term for a two (2) year period, effective July 1, 2016 through June 30, 2018, under the same terms and conditions and pricing structure, in an amount not to exceed \$99,000 annually; and

WHEREAS, on March 13, 2018, County and Contractor executed Amendment No. 1 to RCA to renew the term for a one (1) year period, effective July 1, 2018 through June 30, 2019; and

WHEREAS, on May 7, 2018, County, acting through OCIT, and Contractor executed Amendment No. 2 to Subordinate Agreement to renew the term for a one (1) year period, effective July 1, 2018 through June 30, 2019, under the same terms and conditions and pricing structure, in an amount not to exceed \$99,000; and

WHEREAS, on November 16, 2018, County and Contractor executed Amendment No. 2 to RCA to renew the term for a one (1) year period, effective July 1, 2019 through June 30, 2020; and

WHEREAS, on July 1, 2019, County and Contractor executed Amendment No. 3 to the RCA to update Contractor’s business address and Article 22 entitled, “Notices”; and

WHEREAS, on July 3, 2019, County and Contractor executed Amendment No. 4 to the Subordinate Agreement to update Contractor’s business address, and update Article 3, entitled “Requested Services – Usage” and Article 7, entitled “Invoices”, and add Article 8, entitled “Notices”; and

WHEREAS, County desires to amend the Subordinate Agreement to increase the annual not to exceed amount, effective from the date of this Amendment No. 5 through June 30, 2020.

NOW THEREFORE, the Parties mutually agree as follows:

1. Article 6 of the Subordinate Agreement entitled, “Not to Exceed Limit”, including changes made in Amendment No. 1, Amendment No 2 and Amendment No. 3, shall be deleted in its entirety and replaced with the following:

“**6. Not to Exceed Limit:** The Total Cost of services provided under this Subordinate Agreement shall not exceed the total amount of \$1,455,00.00. The total annual not to exceed amounts are as follows:

July 1, 2015 through June 30, 2016: \$99,000

July 1, 2016 through June 30, 2017: \$99,000

July 1, 2017 through June 30, 2018: \$99,000

July 1, 2018 through June 30, 2019: \$203,000

July 1, 2019 through June 30, 2020: \$955,000”


2. This Amendment No. 5 modifies the Subordinate Agreement only as expressly set forth above. This Amendment No. 5 does not modify, alter or amend the Subordinate Agreement in any other way whatsoever. Except as amended herein, all other terms and conditions of the Subordinate Agreement shall remain unchanged and with full force and effect.

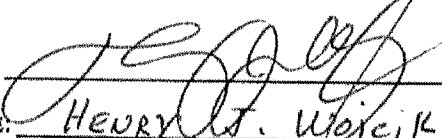
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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 on the dates opposite their respective signatures below:

ALQUEST TECHNOLOGIES, INC.*:

DATE: 1-10-20 SIGNATURE: 
PRINT NAME: Lucia A. Wojcik
TITLE: Vice President

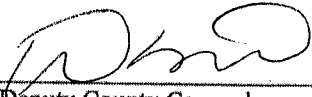
DATE: 1-10-20 SIGNATURE: 
PRINT NAME: Henry J. Wojcik
TITLE: Secretary


**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: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) 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

APPROVED AS TO FORM
Office of County Counsel
County of Orange, California

 1.13.20
Deputy County Counsel Date

DATE: 2/18/2020 SIGNATURE: 
PRINT NAME: Ely Enriquez
TITLE: DEPUTY PURCHASING AGENT



**AMENDMENT NO. 4
 TO
 SUBORDINATE AGREEMENT MA-017-15012296
 BETWEEN
 COUNTY OF ORANGE
 AND
 ALQUEST TECHNOLOGIES, INC.
 FOR
 STRUCTURED CABLING SERVICES**

This Amendment No. 4 to Subordinate Agreement MA-017-15012296 for Structured Cabling Services is made and entered into as of the date fully executed by and between the County of Orange (“County”), a political subdivision of the State of California, acting through the Orange County Office of Information Technology (“OCIT”), and Alquest Technologies, Inc. (“Contractor”) with a place of business at 1760 Yeager Avenue, La Verne, CA 91750. County and Contractor may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, on June 26, 2015, County and Contractor executed Regional Cooperative Agreement (“RCA”) #MA-017-15012110 for Structured Cabling Services for a three (3) year period, effective July 1, 2015 through June 30, 2018, with the option to renew up to two (2) consecutive one-year periods under the same terms and conditions and pricing structure; and

WHEREAS, on July 1, 2015, County, acting through OCIT, and Contractor entered into Subordinate Agreement MA-017-15012296 (“Subordinate Agreement”), pursuant to the terms and conditions of the RCA, for a one (1) year period, effective July 1, 2015 through June 30, 2016, in an amount not to exceed \$99,000, with the option to renew up to four (4) consecutive one-year periods under the same terms and conditions and pricing structure; and

WHEREAS, on March 21, 2016, County, acting through OCIT, and Contractor executed Amendment No. 1 to Subordinate Agreement to renew the term for a two (2) year period, effective July 1, 2016 through June 30, 2018, under the same terms and conditions and pricing structure, in an amount not to exceed \$99,000 annually; and

WHEREAS, on March 13, 2018, County and Contractor executed Amendment No. 1 to RCA to renew the term for a one (1) year period, effective July 1, 2018 through June 30, 2019; and

WHEREAS, on May 7, 2018, County, acting through OCIT, and Contractor executed Amendment No. 2 to Subordinate Agreement to renew the term for a one (1) year period, effective July 1, 2018 through June 30, 2019, under the same terms and conditions and pricing structure, in an amount not to exceed \$99,000; and

WHEREAS, on November 16, 2018, County and Contractor executed Amendment No. 2 to RCA to renew the term for a one (1) year period, effective July 1, 2019 through June 30, 2020; and

WHEREAS, on July 1, 2019, County and Contractor executed Amendment No. 3 to the RCA to update Contractor’s business address and Article 22 entitled, “Notices”; and

WHEREAS, County and Contractor desire to further amend the Subordinate Agreement to update Contractor’s business address, and update Article 3, entitled “Requested Services – Usage” and Article 7, entitled “Invoices”, and add Article 8, entitled “Notices”.

NOW THEREFORE, the Parties mutually agree as follows:

1. Under Article 3 “Requested Services – Usage”, section b) entitled, “Project Manager”, the designated County contact shall be deleted in its entirety and replaced with the following:

Project Manager
County of Orange OCIT Project Manager 1400 South Grand Avenue Santa Ana, CA 92705 Attn: Max Ralsten Phone: (714) 567-5086 Email: Max.Ralsten@ocit.ocgov.com

2. Under Article 7 entitled, “Invoices”, the designated County contact shall be deleted in its entirety and replaced with the following:

OCIT/Accounts Payable
County of Orange OCIT/Contracts & Purchasing Division Accounts Payable 1055 North Main Street, 6 th Floor Santa Ana, CA 92701

3. **Article 8** is hereby added to the Subordinate Agreement:

8. Notices: Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand, or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

CONTRACTOR CONTACT
Alquest Technologies, Inc. 1760 Yeager Avenue La Verne, CA 91750 Attn: Henry Wojcik Title: President Phone: (909) 592-8708 Email: henry.w@alquest.us.com

COUNTY CONTACTS	
Contracts & Purchasing	Project Manager
County of Orange OCIT/Contracts & Purchasing Division 1055 North Main Street, 6 th Floor Santa Ana, CA 92701 Attn: Ely Enriquez, Deputy Purchasing Agent Phone: (714) 834-6825 Email: Ely.Enriquez@ocit.ocgov.com	County of Orange OCIT Project Manager 1400 South Grand Avenue Santa Ana, CA 92705 Attn: Max Ralsten Phone: (714) 567-5086 Email: Max.Ralsten@ocit.ocgov.com

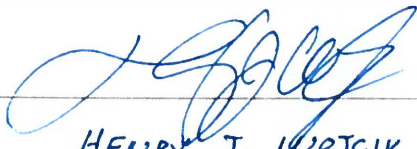
4. This Amendment No. 4 modifies the Subordinate Agreement only as expressly set forth above. This Amendment No. 4 does not modify, alter or amend the Subordinate Agreement in any other way whatsoever. Except as amended herein, all other terms and conditions of the Subordinate Agreement shall remain unchanged and with full force and effect.


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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the dates opposite their respective signatures below:

ALQUEST TECHNOLOGIES, INC.*:

DATE: 7/3/2019 _____ SIGNATURE: 
PRINT NAME: HENRY J. WOJCIK
TITLE: Secretary


DATE: 7/3/2019 _____ SIGNATURE: 
PRINT NAME: LUCIA A WOJCIK
TITLE: VICE PRESIDENT

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officers 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: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) 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

DATE: 7/3/2019 _____ SIGNATURE: 
PRINT NAME: ELDON BAPTIST
TITLE: DEPUTY PURCHASING AGENT



**AMENDMENT NO. 3
 TO SUBORDINATE AGREEMENT MA-017-15012296
 BETWEEN
 THE COUNTY OF ORANGE
 AND
 ALQUEST TECHNOLOGIES, INC.
 FOR
 STRUCTURED CABLING SERVICES**

This Amendment No. 3 to Subordinate Agreement MA-017-15012296 for Structured Cabling Services is made and entered into as of the date fully executed by and between the County of Orange ("County"), a political subdivision of the State of California, acting through the Orange County Office of Information Technology ("OCIT"), and Alquest Technologies, Inc. ("Contractor") with a place of business at 560 E. Arrow Highway, San Dimas, CA, 91773. County and Contractor may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, on June 26, 2015, County and Contractor executed Regional Cooperative Agreement ("RCA") #MA-017-15012110 for Structured Cabling Services for a three (3) year period, effective July 1, 2015 through June 30, 2018, with the option to renew up to two (2) consecutive one-year periods under the same terms and conditions and pricing structure; and

WHEREAS, on July 1, 2015, County, acting through OCIT, and Contractor entered into Subordinate Agreement MA-017-15012296 ("Subordinate Agreement"), pursuant to the terms and conditions of the RCA, for a one (1) year period, effective July 1, 2015 through June 30, 2016, in an amount not to exceed \$99,000, with the option to renew up to four (4) consecutive one-year periods under the same terms and conditions and pricing structure; and

WHEREAS, on March 21, 2016, County, acting through OCIT, and Contractor executed Amendment No. 1 to Subordinate Agreement to renew the term for a two (2) year period, effective July 1, 2016 through June 30, 2018, under the same terms and conditions and pricing structure, in an amount not to exceed \$99,000 annually; and

WHEREAS, on March 13, 2018, County and Contractor executed Amendment No. 1 to RCA to renew the term for a one (1) year period, effective July 1, 2018 through June 30, 2019; and

WHEREAS, on May 7, 2018, County, acting through OCIT, and Contractor executed Amendment No. 2 to Subordinate Agreement to renew the term for a one (1) year period, effective July 1, 2018 through June 30, 2019, under the same terms and conditions and pricing structure, in an amount not to exceed \$99,000; and

WHEREAS, on November 16, 2018, County and Contractor executed Amendment No. 2 to RCA to renew the term for a one (1) year period, effective July 1, 2019 through June 30, 2020; and

WHEREAS, County and Contractor desire to amend the Subordinate Agreement to increase the annual not to exceed amount, effective from the date of this Amendment No. 3 through June 30, 2019, and to renew the Subordinate Agreement for a one (1) year period, effective July 1, 2019 through June 30, 2020.

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. Article 2 of the Subordinate Agreement entitled, "Term", including changes made in Amendment No. 1 and Amendment No. 2, shall be deleted in its entirety and replaced with the following:

"2. Term: The term of this Subordinate Agreement shall be effective July 1, 2015 through June 30, 2020, unless otherwise terminated by the County in the manner set forth in the Regional Cooperative Agreement #MA-017-15012110."

2. Article 6 of the Subordinate Agreement entitled, "Not to Exceed Limit", including changes made in Amendment No. 1 and Amendment No 2, shall be deleted in its entirety and replaced with the following:

"6. Not to Exceed Limit: The Total Cost of services provided under this Subordinate Agreement shall not exceed the total amount of \$1,100,00.00. The total annual not to exceed amounts are as follows:

July 1, 2015 through June 30, 2016: \$99,000

July 1, 2016 through June 30, 2017: \$99,000

July 1, 2017 through June 30, 2018: \$99,000

July 1, 2018 through June 30, 2019: \$203,000

July 1, 2019 through June 30, 2020: \$600,000"

3. This Amendment No. 3 modifies the Subordinate Agreement only as expressly set forth above. This Amendment No. 3 does not modify, alter or amend the Subordinate Agreement in any other way whatsoever. Except as amended herein, all other terms and conditions of the Subordinate Agreement shall remain unchanged and with full force and effect.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the dates opposite their respective signatures below:

ALQUEST TECHNOLOGIES, INC.*:

DATE: 11-19-18 SIGNATURE: 

PRINT NAME: Lucia A. Wojcik

TITLE: Vice President

DATE: 11-19-18 SIGNATURE: 

PRINT NAME: HENRY J. WOJCIK


TITLE: SECRETARY

**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: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) 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

DATE: 12/18/2018 SIGNATURE: 

PRINT NAME: ELY ENRIQUEZ

TITLE: DEPUTY PURCHASING AGENT

APPROVED AS TO FORM, County Counsel, County of Orange, California

Golnaz Zandich Deputy County Counsel
Print Name Title

 For Brittany McLean 11/20/18
Signature Date



AMENDMENT NO. 2
TO SUBORDINATE AGREEMENT MA-017-15012296
BETWEEN
THE COUNTY OF ORANGE
AND
ALQUEST TECHNOLOGIES, INC.
FOR
STRUCTURED CABLING SERVICES

This Amendment No. 2 to Subordinate Agreement MA-017-15012296 for Structured Cabling Services (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange (“County”), a political subdivision of the State of California, acting through the Orange County Office of Information Technology (“OCIT”), and Alquest Technologies, Inc. (“Contractor”) with a place of business at 560 E. Arrow Highway, San Dimas, CA, 91773. County and Contractor may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, on June 26, 2015, County and Contractor executed Regional Cooperative Agreement (“RCA”) #MA-017-15012110 for Structured Cabling Services for the period effective July 1, 2015 through June 30, 2018; and

WHEREAS, on July 1, 2015, County, acting through OCIT, and Contractor entered into Subordinate Agreement MA-017-15012296, pursuant to the terms and conditions of the RCA, for a one-year period effective July 1, 2015 through June 30, 2016, renewable for up to four (4) consecutive one-year periods under the same terms and conditions and pricing structure, in an amount not to exceed \$99,000; and

WHEREAS, on March 21, 2016, County, acting through OCIT, and Contractor executed Amendment No. 1 to Subordinate Agreement MA-017-15012296 to renew the term of the contract for a two-year period effective July 1, 2016 through June 30, 2018, under the same terms and conditions and pricing structure, in an amount not to exceed \$99,000; and

WHEREAS, County and Contractor desire to amend the Contract to renew the term of the Contract.

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. The term of the Contract shall be renewed for an additional one (1)-year period July 1, 2018 through June 30, 2019, in an annual amount not to exceed \$99,000.
2. Article 2 of the Contract entitled, “Term” shall be deleted in its entirety and replaced with the following:
 2. **Term:** The term of this subordinate agreement shall be effective July 1, 2015 through June 30, 2019, unless otherwise terminated by the County in the manner set forth in the RCA. In the event that the RCA is renewed, making it effective beyond June 30, 2019, this Contract may also be renewed through the contract life of the RCA. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval by the Orange County Board of Supervisors.

3. This Amendment No. 2 modifies the Contract only as expressly set forth above. This Amendment No. 2 does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract shall remain unchanged and with full force and effect.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the dates opposite their respective signatures below:

ALQUEST TECHNOLOGIES, INC.*:

DATE: 4-24-18

SIGNATURE: _____

PRINT NAME: HENRY J. WOJCIK

TITLE: Secretary

DATE: 4-24-18

SIGNATURE: _____

PRINT NAME: LUCIA A. WOJCIK

TITLE: VICE PRESIDENT

**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: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) 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

DATE: 5/7/2018

SIGNATURE: _____

PRINT NAME: ELY ENRIQUEZ

TITLE: DEPUTY PURCHASING AGENT



AMENDMENT NO. 1
TO SUBORDINATE AGREEMENT MA-017-15012296
BETWEEN
THE COUNTY OF ORANGE
AND
ALQUEST TECHNOLOGIES, INC.
FOR
STRUCTURED CABLING SERVICES

This Amendment to the subordinate agreement for structured cabling services, hereinafter referred to as "Amendment No. 1" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County", acting through the Orange County Office of Information Technology ("OCIT"), and Alquest Technologies, Inc. with a place of business at 560 E. Arrow Highway, San Dimas, CA, 91773, hereinafter referred to as "Contractor", with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, County issued Regional Cooperative Agreement MA-017-15012177 with Contractor for Structured Cabling Services, hereinafter referred to as "RCA", effective July 1, 2015 through June 30, 2018, renewable for two (2) consecutive one-year periods under the same terms and conditions and pricing structure; and

WHEREAS, County, acting through OCIT, and Contractor entered into Subordinate Agreement MA-017-15012296, per the terms and conditions of RCA, effective July 1, 2015 through June 30, 2016, for an amount not to exceed \$99,000, renewable for up to four (4) consecutive one-year periods under the same terms and conditions and pricing structure; and

WHEREAS, both Parties now desire to renew the Contract for the period July 1, 2016 through June 30, 2018 under the same terms and conditions and pricing structure.

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

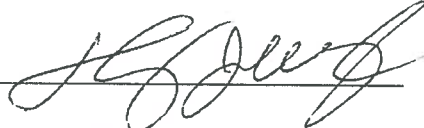
1. The term of the Contract shall be renewed for the two (2)-year period July 1, 2016 through June 30, 2018, in an annual amount not to exceed \$99,000.
2. Article 2 of the Contract entitled, "Term" shall be deleted in its entirety and replaced with the following:
 2. **Term:** The term of this subordinate agreement shall be effective July 1, 2015 through June 30, 2018, unless otherwise terminated by the County in the manner set forth in the RCA. In the event that the RCA is renewed, making it effective beyond June 30, 2018, this Contract may also be renewed through the contract life of the RCA. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval by the Orange County Board of Supervisors.


3. Article 6 of the Contract entitled "Not to Exceed Limit" shall be deleted in its entirety and replaced with the following:
 6. **Not to Exceed Limit:** The total cost of services provided under this Contract shall not exceed an annual amount of \$99,000.00.
4. This Amendment No. 1 modifies the Contract only as expressly set forth above. This Amendment No. 1 does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract shall remain unchanged and with full force and effect.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to the Contract to be executed in the County of Orange, State of California.


ALQUEST TECHNOLOGIES, INC.*

By 
Print Name Henry J. Wojcik
Title Secretary
Date March 21, 2016

By 
Print Name Lucia A. Wojcik
Title Vice President
Date March 21, 2016

* Pursuant to California Corporations Code Section 313, If the contracting party is a corporation, (2) two signatures are required: one (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. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.*

COUNTY OF ORANGE, a political subdivision of the State of California

By 
Print Name Jennifer Davis
Title Deputy Purchasing Agent
Date 3/21/16

SUBORDINATE AGREEMENT #MA-017-15012296

BETWEEN

THE COUNTY OF ORANGE

CEO/INFORMATION TECHNOLOGY

AND

ALQUEST TECHNOLOGIES, INC.

FOR

STRUCTURED CABLING SERVICES

This SUBORDINATE AGREEMENT (hereinafter referred to as "Subordinate Agreement") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County"), and Alquest Technologies, Inc., with a place of business at 560 E. Arrow Highway, San Dimas, CA 91773 (hereinafter referred to as "Contractor"), which may be referred to individually as "Party" or collectively as "Parties", to provide services for Structured Cabling Services.

ATTACHMENTS

This Subordinate Agreement is comprised of this document and the following Attachments, which are attached hereto and incorporated herein by reference:

Attachment A: County of Orange, Regional Cooperative Agreement #MA-017-15012110

RECITALS

WHEREAS, the County has issued Regional Cooperative Agreement #MA-017-15012110 for Structured Cabling Services, effective July 1, 2015 through June 30, 2018; and

WHEREAS, the Contractor is willing to provide Structured Cabling Services as fully described in the attached Regional Cooperative Agreement #MA-017-15012110; and

WHEREAS, the County desires to enter into a Subordinate Agreement referencing the Scope of Work, Pricing, and Terms and Conditions of the Regional Cooperative Agreement #MA-017-10512110 for Structured Cabling Services.

NOW, THEREFORE, the Parties mutually agree:

ARTICLES

1. **Scope:** This Subordinate Agreement specifies the terms and conditions by which the County will procure products and/or services from the Contractor in accordance with the Scope of Work, Pricing, and Terms and Conditions of the Regional Cooperative Agreement #MA-017-15012110, attached hereto as Attachment A, and incorporated herein.
2. **Term:** The term of this Subordinate Agreement shall be for effective July 1, 2015 through June 30, 2016, unless otherwise terminated by the County in the manner set forth in the Regional Cooperative Agreement #MA-017-15012110. This Subordinate Contract may be renewed for four (4) consecutive one-year periods under the same terms and conditions and pricing structure by written concurrence of both parties.
3. **Requested Services - Usage:** This Subordinate Agreement is a time and materials contract and the Contractor shall provide all services required by the County on an as-needed basis only, at the County's request, at the prices listed in the Regional Cooperative Agreement #MA-017-15012110, regardless of the quantity requested. The County makes no guarantee or representation of actual usage of this Subordinate Agreement.
 - a) County policy and procedures for all cabling in County Facilities fall under the direct authority of the office of CEO/IT. No cabling is to be performed at any County Facility without the direct authorization from CEO/IT Telephone Services Department (TSD) and accompanied by a TSR or Subordinate Contract.
 - b) **Project Manager**
 County of Orange
 CEO/IT
 1501 East St. Andrew Place, 2nd Floor
 Santa Ana, CA 92705
 Attn: Max Ralsten
 Title: Voice Services Manager
 Phone: (714) 567-5086
 E-mail: max.ralsten@ceoit.ocgov.com
4. **Precedence:** This Subordinate Agreement consists of this document and Attachment A, Regional Cooperative Agreement #MA-017-15012110. In the event of a conflict between the terms of Regional Cooperative Agreement #MA-017-15012110 and this Subordinate Agreement, the terms of this Subordinate Agreement shall control.
5. **Compensation:** The Contractor agrees to provide the products and/or services as set forth in Attachment A, Regional Cooperative Agreement #MA-017-15012110, at the fixed rates specified therein.

6. **Not to Exceed Limit:** The Total Cost of services provided under this Subordinate Agreement shall not exceed the total amount of **\$99,000.00.**

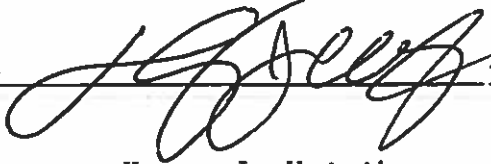
7. **Invoices:** All invoices and supporting documentation associated with this Subordinate Agreement shall be in compliance with the requirements set forth in the Regional Cooperative Agreement #MA-017-15012110 and shall be submitted to:

CEO/Information Technology
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable


SIGNATURE PAGE

In WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

ALOQUEST TECHNOLOGIES, INC.*

By:  Title: CFO
Print Name: Henry J. Wojcik Date: 7/1/15

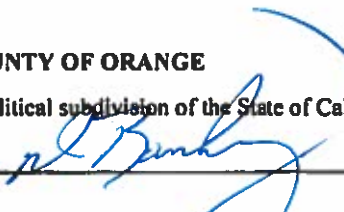
ALOQUEST TECHNOLOGIES, INC

By:  Title: Vice President
Print Name: Lucia A. Wojcik Date: 7/1/15

* If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph. The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

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COUNTY OF ORANGE

A political subdivision of the State of California

By:  Title: DEPUTY PURCHASING AGENT
Print Name: Duane R. Banker Date: 7/1/15

ATTACHMENT A

**County of Orange
Regional Cooperative Agreement #MA-017-15012110**

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