

PARTICIPATING ADDENDUM
for
Office Furnishings and Related Commodities
(State of Calif. CMAS Contract No. 4-20-05-0100A)

Participating Entity:
CONTRA COSTA COUNTY

Contractor: Office Master, Inc.

This Participating Addendum ("Agreement") is made and entered into as of October 21, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and Office Master, Inc., a California corporation, ("Contractor") whose principal place of business is 1110 South Mildred Ave., Ontario, CA 91761. The County and Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, the Contractor sells office furnishings and related commodities under CMAS Contract No. 4-20-05-0100A between the State of California and the Contractor ("Master Contract").

Whereas, the Master Contract is made available to public agencies in the State of California. The County has determined that entering into a Participating Addendum that incorporates the Master Contract provides a benefit to the County.

Whereas, in the event the Contractor relies on any dealers, distributors, or other third parties (collectively, "Affiliated Entities," and each an "Affiliated Entity") to satisfy any of Contractor's obligations hereunder, this Agreement provides that Contractor is solely responsible for ensuring its Affiliated Entities perform in accordance with this Agreement.

Agreement

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the Contractor agree, as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on October 25, 2029, unless sooner terminated as provided herein. The Parties may amend this Agreement to extend the term of this Agreement, provided that the term of the Master Contract is extended by at least the same amount of time. If the Master Contract is terminated prior to the expiration of the term of this Agreement, or any extension thereof, the Contractor shall continue to perform under this Agreement until the term of this Agreement expires, or until this Agreement is terminated, whichever occurs first.
2. Payment Limit. The County's total payments to Contractor and Affiliated Entities under this Agreement shall not exceed \$5,000,000 ("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement. This Agreement is not exclusive, and the County expressly reserves its right to enter into other contracts for the purchase of the same or similar equipment, supplies, and materials from other vendors. If the County issues any purchase orders to make purchases under this Agreement, the County will be responsible for ensuring that the sum of all such purchase orders does not exceed the Payment Limit.

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3. Incorporation of the Master Contract. The Master Contract, a copy of which is attached as Exhibit A, is hereby incorporated in and made a part of this Agreement. The Contractor shall sell all products, perform all services, extend all warranties, guarantee all pricing, provide the County insurance and indemnity and defense, and satisfy all other obligations under this Agreement on the same or more favorable terms as those set forth in the Master Contract.
4. Registration with California Secretary of State. Throughout the term of this Agreement, the Contractor shall remain register to do business in the State of California and in good standing with the California Secretary of State. Contractor shall maintain an agent for service of process in California who shall accept service of process on behalf of Contractor. Contractor shall ensure that all Affiliated Entities that fulfill orders under this Agreement are registered to do business in the State of California and in good standing with the California Secretary of State.
5. Order of Precedence. If there is any conflict between any terms of this Agreement, the Master Contract, or any purchase order issued under this Agreement to Contractor or any Affiliated Entities, the order of precedence for interpreting the Parties' obligations shall be: first, this Agreement; second, the Master Contract; and, third, any purchase order issued under this Agreement.
6. Termination. Notwithstanding anything to the contrary in the Master Contract, either Party may terminate this Agreement upon 60 days' advance written notice to the other Party.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles; and any litigation to enforce or interpret this Agreement shall be filed and prosecuted in a state or federal court in California where venue is proper and that has jurisdiction over the parties to and the subject matter of the litigation.
8. No Joint Venture; No Third-Party Beneficiaries. At all times during the term of this Agreement, neither Party will function as or represent it to be the other Party or its agent, and no officer, employee, or agent of one Party shall hold themselves out to be an officer, employee, or agent of the other Party. This Agreement does not create any rights or obligations between the Parties other than those expressly set forth herein; and nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other person or entity other than the County and Contractor.
9. Affiliated Entities. Notwithstanding anything to the contrary in the Master Contract or in this Agreement, if any Affiliated Entity performs any of Contractor's obligations under this Agreement, or if the County issues a purchase order to an Affiliated Entity identifying the purchase is made pursuant to this Agreement, the Contractor shall be solely responsible for ensuring the Affiliated Entity performs in accordance with the terms of this Agreement, and Contractor shall be liable for any failure by the Affiliated Entity to perform in accordance with the terms of this Agreement. Contractor's obligations under this section shall survive the termination or expiration of this Agreement.

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10. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the Parties in writing.
11. Compliance with Laws; No Public Works Permitted. In the performance of its obligations under this Agreement, the Contractor shall comply with all local, State of California, and federal laws and regulations, including State of California wage and hour laws to the extent they are applicable to the work Contractor performs. Nothing in this Agreement authorizes Contractor to perform, and Contractor shall not perform, any services or work that would require formal or informal bidding under the California Public Contract Code. If any services provided by the Contractor require the payment of prevailing wages under the California Labor Code, the Contractor shall be solely responsible for ensuring prevailing wages are paid in accordance with California law, and for satisfying all applicable requirements of the California Department of Industrial Relations.
12. Notices. Notices to the Parties shall be provided to:

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Contractor:

For orders: Office Master, Inc.
1110 South Mildred Avenue
Ontario, CA 91761
Attn: Order Entry Dept.
Email: gov@omseating.com

For all others: Ed Kuo
Office Master, Inc.
1110 South Mildred Avenue
Ontario, CA 91761
Phone: (909) 392-5678
Email: gov@omseating.com

County:

Contra Costa County-Purchasing Services
40 Muir Road, 2nd Floor
Martinez, CA 94553
Telephone: (925) 655-3105
Contact: Cynthia Shehorn, Procurement Services Manager
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day delivery prepaid by the sending Party, or sent by First Class, certified mail return receipt required, U.S. Mail, with postage prepaid by the sending Party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending Party of its obligation to give notice to the receiving Party in the manner required by this Section. A notice given in accordance with this Section shall be deemed received by the receiving Party on (a) the same day, if personally delivered, (b) the next business day, if timely deposited with an overnight carrier and with delivery charges prepaid to ensure next day delivery, and (c) on the fifth day after mailing, if mailed by First Class, certified mail, return receipt required, U.S. Mail with postage prepaid. A Party may change its contact listed above by giving written notice to the other Party in any manner authorized by this Section at least five (5) days before the change becomes effective.

13. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. This Agreement may not be assigned by either Party without the express written permission of the other Party, which shall be within that Party's sole discretion to provide.

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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity: Contra Costa County	Contractor: Office Master, Inc.
Signature:	Signature:
Name: Cynthia Shehorn	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Assistant County Counsel

Attachment:

Master Contract