

PARTICIPATING ADDENDUM
for
Janitorial Supplies and Equipment
under OMNIA Purchasing Cooperative Program

Participating Entity:
CONTRA COSTA COUNTY
Omnia Partner No.: 1135067

Supplier: **Network Services Company dba Network Distribution**
Authorized Distributor: **Oakland Paper & Supply, Incorporated dba Cogent Solutions & Supplies**

This Participating Addendum (“Addendum”) is made and entered into as of August 25, 2026 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and Network Services Company dba Network Distribution, an Illinois corporation (“Supplier”), whose principal place of business is 1100 East Woodfield Road, Schaumburg, IL 60173. County and Supplier are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Recitals

WHEREAS, Supplier offers goods and services awarded under Purchasing Agreement #2020002301 (“Master Contract”) by the Regents of the University of California, a California public corporation, and OMNIA Partners, Public Sector, Inc. (“OMNIA”), in accordance with the terms and conditions of RFP for Janitorial Supplies & Equipment – 001183 - Apr242019 (the “RFP”), and Supplier’s response to the RFP. A copy of the Master Contract is attached hereto as Exhibit A and incorporated herein. The Master Contract is made available to public agencies nationally by OMNIA.

WHEREAS, County has determined that entering into a Participating Addendum with Supplier under the OMNIA program provides a benefit to County, but that certain terms in the Master Contract must be modified and/or supplemented to satisfy legal requirements that apply to County as a California public agency.

Addendum

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Supplier and County agree as follows:

1. Term. The term of this Addendum begins on the Effective Date, and it expires on April 26, 2027. The term of this Addendum may be extended, provided that the Master Contract is extended by at least the same amount of time. Any extension of the term of this Addendum is subject to the prior approval of County’s governing body. If the Master Contract is terminated prior to the expiration of the term of this Addendum, the Supplier shall continue to perform under this Addendum until the term of this Addendum expires.
2. Payment Limit. County’s total payments to the Supplier under this Addendum shall not exceed \$1,000,000 (“Payment Limit”). Nothing in this Addendum obligates County to make any purchases, or any particular volume of purchases, under this Addendum. This Addendum is not exclusive, and 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 County issues any purchase orders to make purchases under this Addendum, 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. Changes to Master Contract. For the purposes of this Addendum, the terms of the Master Contract are incorporated in, and made a part of, this Addendum, except to the extent the terms of the Master Contract are modified by this Addendum, as follows:

- a. Each reference to “UC” in the Master Contract is deleted and replaced with “County.”
- b. Paragraph 14 (Amendments to UC Terms and Conditions of Purchase) is hereby deleted and replaced with the following:

“The Contra Costa County ‘CCC Terms & Conditions’ will govern this Agreement and are attached as Attachment A.”

- c. Paragraph 15 (Incorporated Documents) is hereby deleted and replaced with the following:

“This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Contra Costa County “CCC Terms & Conditions,” Attachment A
- b. Intentionally omitted.
- c. Intentionally omitted.
- d. RFP-UC Janitorial Supplies & Equipment -Apr242019 Janitorial RFP SOW - Attachment D
- e. Pricing – Attachment E
- f. Supplier response to RFP-UC Janitorial Supplies & Equipment -Apr242019 – Attachment F”

4. Governing Law. Notwithstanding anything to the contrary in the Master Contract, this Addendum shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any litigation to enforce or interpret this Addendum shall be filed and prosecuted in a state or federal court in California where venue is proper, and which has jurisdiction over the parties and over the subject matter of the litigation.
5. No Joint Venture. At all times during the term of this Addendum, 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 himself or herself out to be an officer, employee or agent of the other party. This Addendum does not create any rights or obligations between the parties other than those expressly set forth herein, and nothing in this Addendum shall be construed as conferring any rights upon any third parties or any other party other than County and Supplier.

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6. Affiliated Entities. Notwithstanding anything to the contrary in the Master Contract or in this Addendum, if any authorized distributor, dealer, or affiliate performs any of Supplier's obligations under this Addendum, or if County issues a purchase order to an authorized distributor, dealer, or affiliate identifying the purchase is made pursuant to this Addendum, the Supplier shall be solely responsible for ensuring the authorized distributor, dealer, or affiliate performs in accordance with the terms of this Addendum, and Supplier shall be liable for any failure by the authorized distributor, dealer, or affiliate to perform in accordance with the terms of this Addendum. Supplier's obligations under this section shall survive the termination or expiration of this Addendum.
 - a. *Local Distributor*. The parties acknowledge and agree that all goods and services purchased pursuant to this Addendum shall be provided by Oakland Paper & Supply, Incorporated dba Cogent Solutions & Supplies, a California corporation, whose principal place of business registered with the California Secretary of State is 3200 Regatta Blvd, Suite F, Richmond, CA 94804.
7. Amendment. This Addendum may be amended or modified at any time by mutual agreement of the parties in writing.
8. Termination. Notwithstanding anything to the contrary in the Master Contract, either County or the Supplier may terminate this Addendum at any time upon sixty (60) days' written notice to the other party at the other party's address specified in Section 11 (Notices) of this Addendum.
9. Performance. Supplier affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Addendum. Supplier shall be solely responsible for guaranteeing any of its authorized distributors/dealers perform in accordance with the requirements of this Addendum. If County issues any purchase orders to acquire goods or services under this Addendum, to the extent that there is any conflict between the terms of the purchase order and a term in this Addendum, the terms of this Addendum shall govern and prevail over the conflicting term in the purchase order.
10. Order of Precedence. If there is any conflict between any terms of this Addendum, the Master Contract, or any purchase order issued to Supplier under this Addendum, the order of precedence for interpreting the Parties' obligations shall be: first, any purchase order issued under this Addendum; second, this Addendum; and third, the Master Contract.
11. Notices. Notices to the parties shall be provided to:

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Supplier

Network Services Company
1400 American Lane, Suite 300
Schaumburg, IL 60173
Contact: Dan Seko
Telephone: (224) 361-2278
Email: dceko@networkdistribution.com

County:

Contra Costa County – Purchasing Services
255 Glacier Drive, building 500
Martinez, CA 94553
Contact: Cynthia Shehorn, Procurement Services Manager
Telephone: (925) 313-2054
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 deliver prepaid by the sending party, or sent by First Class 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 U.S. Mail with postage prepaid.

12. Successors and Assigns; Assignment. This Addendum shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Addendum 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 Addendum as of the Effective Date.

Participating Entity: Contra Costa County	Supplier: Network Services Company
Signature:	Signature:
Name: Cynthia Shehorn CPPB	Name: Dan Ceko
Title: Procurement Services Manager	Title: Treasurer and Corporate Counsel
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Liliana Garcia
Deputy County Counsel

Attachments:

Exhibit A – Master Contract