

**PARTICIPATING ADDENDUM**  
**for**  
**Office Supplies, Related Products and Services under OMNIA Purchasing Cooperative Program**

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Participating Entity:  
**CONTRA COSTA COUNTY**

Contractor: **EPIC Business Essentials**

This Agreement is made and entered into this 23rd day of March 2021, ("Effective Date") by and between Contra Costa County, a political subdivision of the State of California ("County"), and EPIC Business Essentials, Inc., a Limited Liability Company, LLC corporation (hereinafter referred to as "EPIC"), whose principal place of business is 5600 N River Road, Rosemont, IL 60018, for the participation in awarded contract R190301 for Office Supplies, Related Products and Services.

Whereas, EPIC offers goods and services awarded under contract R190301 ("Master Contract") by Region 4 ESC - TX and OMNIA Public Purchasing Purchasing Alliance ("OMNIA"), after a competitive bid process, for providing the lowest overall available pricing (net to purchaser) through EPIC's network of Independent Dealers nationwide (including AAA Business Supplies and Interiors, a California Limited Liability Partnership, LLP ("AAA"))).

Whereas, the County has determined that entering into a Participating Addendum under the OMNIA program provides a benefit to the County.

Now therefore, EPIC and the County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on May 31, 2024. The County and EPIC may agree to extend this Agreement by up to five additional years, one year at a time, by amending this Agreement, provided that the Master Contract remains in effect as of the date the term of this Agreement is extended. Any extension of the term of this Agreement is subject to the prior approval of the County's Board of Supervisors, its governing body. .
2. Payment Limit. The County's total payments to EPIC under this Agreement shall not exceed \$3,000,000 ("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.
3. Changes to Master Contract. For the purposes of this Agreement, the terms of the Master Contract are incorporated in, and made a part of, this Agreement, except for those terms of the Master Contract that are modified by this Agreement, as follows:
  - a. Each reference to "Region 4 ESC" in the Master Contract is deleted and replaced with "County."
  - b. The following sentence is added to Section 10 of the Master Contract: "EPIC, or the distributor or dealer acting at EPIC's direction, shall be registered with the California Secretary of State to do business in the State of California, and shall have a designated agent for service of process within that state. EPIC shall be solely responsible for ensuring a distributor or dealer acting on its behalf, including but not limited to AAA, deliver goods and services purchased by the County in accordance with the requirements of this Contract."

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- c. The term "State of Texas" in Section 11(d) (Force Majeure) of the Master Contract is deleted and replaced with "State of California."
- d. The following sentence is added to Section 32 (Certificates of Insurance) of the Master Contract: "All insurers shall be admitted to issue policies of insurance in the State of California."
- e. Appendix C, Doc #1 is deleted in its entirety. The following is added as new Section 34 (Public Records) to the Master Contract:
  - "34. Public Records. The County is a public agency that is required to comply with the California Public Records Act (Cal. Gov. Code, § 6250, et seq.) and the County's Better Government Ordinance (Contra Costa County Ordinance Code, Division 25). This Contract, and all materials produced for or provided to the County under this Contract, will be disclosed upon request if the County determines the materials constitute disclosable public records under the California Public Records Act or Better Government Ordinance."
- 4. Registration with Secretary of State. Within 60 days after the Effective Date, EPIC shall provide the County's Purchasing Manager proof it is registered with the California Secretary of State to do business in California, and, at the same time, EPIC shall provide the County's Purchasing Manager with the name and address of EPIC's agent for service of process located in California.
- 5. Governing Law. Notwithstanding anything to the contrary in the Master Contract, 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. Any litigation to enforce or interpret this Agreement shall be filed and prosecuted in a California court where venue is proper.
- 6. No Joint Venture. 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 himself or herself 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 party other than the County and EPIC.
- 7. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
- 8. Termination. Either the County or EPIC may terminate this Agreement at any time upon sixty (60) days written notice to the other party.
- 9. Performance. EPIC affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement.
- 10. Notices. Notices to the parties shall be provided to:

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EPIC Business Essentials

EPIC Business Essentials  
5600 N River Road  
Rosemont, IL 60018  
Telephone: 630-220-9505  
Contact: Scott Zintz - Managing Director  
Email: SZINTZ@EPICBE.COM

County:

Contra Costa County-Purchasing Services  
40 Muir Road, 2<sup>nd</sup> floor  
Martinez, CA 94553  
Telephone: 925-957-2495  
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 deliver prepaid by the sending party, or sent by First Class U.S. Mail, with postage prepared 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 prepared to ensure next day delivery, and (c) on the fifth day after mailing if mailed by First Class U.S. Mail with postage prepaid.

11. 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 Addendum as of the Effective Date.

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| Participating Entity:<br><b>Contra Costa County</b>   | Contractor:<br><b>EPIC Business Essentials</b>   |
| Signature:<br> | Signature:<br> |
| Name:<br>Cynthia Shehorn  | Name:<br>Scott Zintz   |
| Title:<br>Procurement Services Manager  | Title:<br>Managing Director  |
|   |  |

Approved as to form:  
Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Attachment:  
Master Contract