CALIFORNIA PARTICIPATING ADDENDUM NATIONAL JOINT POWERS ALLIANCE (NJPA) #031715-STI FURNITURE AND/OR RELATED SERVICES, SUPPLIES AND ACCESSORIES STEELCASE INC.

Scope: This Participating Addendum covers the purchase of Furniture and/or Related Services, Supplies, and Accessories ("Related Products") between the Judicial Council of California, on behalf of itself, the Superior Courts of California, the California Courts of Appeals, including the California Supreme Court, and the Habeas Corpus Resource Center, otherwise known as "Buyer" ("Buyer"), Steelcase, Inc. ("Manufacturer") and the Steelcase Participating Dealers ("Seller").

Changes: Terms and conditions included the NJPA Contract No. 031715-STI ("Agreement") apply to this Participating Addendum. The Parties agree to the following additional terms and conditions to NJPA Contract No. 031715-STI. If there is a conflict between the following terms and conditions and those in NJPA Contract No. 031715-STI, the terms and conditions of this addendum shall prevail.

This Participating Addendum shall be effective as of the date of the latter of Buyer or Manufacturer to sign this Participating Addendum, shall have an initial term concurrent with the Agreement term, and will apply to all purchase orders received prior to the effective date of termination or expiration of this Participating Addendum. This Participating Addendum takes precedence over any other Agreement between Buyer, Manufacturer and Seller including the terms and conditions of Buyer's Purchase Order ("Purchase Order").

All purchases under this Participating Addendum shall be in the form of a written Purchase Order, acknowledged by Seller, and shall be governed by the terms of this Participating Addendum unless otherwise agreed to in writing. Unless otherwise agreed to in writing, all Purchase Orders will be written direct to Seller.

The parties agree as follows:

1. Scope.

1.1 Seller's items offered for sale include all Products listed in NJPA No. 031715-STI.

1.2 Payment terms are Net forty five (45) days from receipt by Buyer of a correct, itemized invoice. Buyer does not pay late fees.

1.3 Seller, its subcontractors and local dealers shall comply with state prevailing wage law, performed on the products funded by this Participating Addendum. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

1.4 Installation services will be quoted on a project by project basis, based on the scope of work and prevailing project conditions. Labor rates will be based on prevailing wages.

1.5 Buyer placing a Purchase Order under this Participating Addendum shall have no obligation to pay any invoice that does not meet the requirements of this Participating Addendum. One original and two copies of a correct, itemized invoice must be sent to the address shown on the Purchase Order. Each invoice must be printed on Seller's standard printed bill form, and must include at a minimum (a) the Purchase Order number, (b) Seller's name and address, (c) the nature of the invoiced charge, (d) the description of Product being ordered, (e) the per unit amount charged, if applicable, (f) the extended price, with taxes itemized separately, and (g) each item on the invoice designated as taxable or nontaxable. .

1.6 Buyer is exempt from federal excise taxes if Buyer furnishes an exemption certificate to Seller and no

payment will be made for any taxes levied on Seller's employee's wages. Buyer will pay for any applicable State of California or local sales or use taxes on the Products provided or the services rendered. All tax must be included as a separate line item on Seller's invoice.

1.7 Delivery of Product must be in accordance with the instructions included at the time the Purchase Order is placed as acknowledged in writing by Seller. All deliveries must be made F.O.B. (free on board) destination as freight pre-paid, with title and risk of loss passing to Buyer upon delivery of Product at Buyer's Designated Location. Regardless whether specific delivery instructions are provided at the time the order is placed and noted on the Purchase Order, Seller is responsible for confirming or re-confirming, as applicable, with Buyer all details relevant to delivery and installation and that the time and place of delivery and installation are acceptable to the Buyer. No charge for shipping, delivery (except to a location inside a building), drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be incurred or paid by the Buyer. In the event Buyer is unable to accept delivery and installation at the agreed upon time and place, Buyer shall be responsible for all reasonable costs incurred by Seller as a result, including storage and additional transportation.

1.8 Requests for Purchase Order changes or cancellations must be in writing to Seller and are subject to Seller's approval. If approved, Seller will make changes according to published policy.

1.9 Seller's Products are warranted to be free from defects in material and workmanship for various periods, depending on the product, all as set forth in Seller's standard warranty in effect at the time of order and found in Seller's current Price Lists Catalogs. The warranty period will begin from the date of delivery of Products.

1.10 Seller and Manufacturer, each separately shall indemnify, defend (with counsel reasonably satisfactory to Buyer) and hold the Buyer and its respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims (i) to the extent caused by Seller's and/or Manufacturer's acts or omissions constituting bad faith, willful misconduct, negligence or reckless disregard of its duties under this Participating Addendum or any Purchase Order, (ii) arising out of Seller's and/or Manufacturer's breach of its confidentiality obligations under this Participating Addendum, or (iii) arising out of or related to a breach of any of Seller's and/or Manufacturer's representations and warranties set forth in this Participating Addendum or any Purchase Order.

1.11 Manufacturer shall indemnify, defend (with counsel reasonably satisfactory to e Buyer) and hold Buyer and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims that arise, out of any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any Products furnished or provided by Seller and its local dealers under this Participating Addendum or any Purchase Order.

1.12 Either Judicial Council, Manufacturer or Seller may terminate this Participating Addendum without cause by providing the other party with thirty (30) days prior written notice. Termination of this Participating Addendum shall not affect Purchase Orders placed before the termination date and the parties' respective obligations with regard to such Purchase Orders. If necessary, Judicial Council and Seller will discuss payment and performance of any Purchase Orders outstanding at the proposed date of termination.

1.13 Buyer may terminate a Purchase Order for cause immediately if (1) the Product is rejected for nonconformance which hasn't been cured according to the Agreement's terms or (2) Seller and Manufacturer are otherwise in material breach of the terms of such Purchase Order or this Participating Addendum and such breach is not cured within sixty (60) days of written notice, or is not capable of cure.

1.14 Judicial Council may terminate this Participating Addendum for cause immediately if Seller fails or is unable to meet or perform any of its duties under this Participating Addendum, and such failure is not cured

within ten (10) days of written notice, or is not capable of cure. If necessary, Judicial Council and Seller and its local dealers will discuss performance of any Purchase Orders outstanding at the date of termination.

1.15 Upon written notice, Buyer may terminate a Purchase Order, in whole or in part, without prejudice to any right or remedy according to the terms included in Attachment C. - B. Cancellation and Changes of the Agreement. Upon termination, Buyer will pay Seller for the applicable charges related to the terminated Purchase Order.

1.16 The formation, interpretation and performance of this Participating Addendum shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Participating Addendum shall be in the City and County of San Francisco

1.17 All financial, statistical, personal, technical and other data and information which are designated confidential by the Buyer, Manufacturer or Seller (each a "Disclosing Party"), or, if not so designated, is nonpublic information that under the circumstances surrounding disclosure ought to be treated as confidential, and made available by the Disclosing Party to the receiving party in order to carry out this Participating Addendum or any Purchase Order, or which become available to the receiving party in carrying out this Participating Addendum or any Purchase Order ("Confidential Information") will remain the property of the Disclosing Party. The receiving party shall protect the Confidential Information of the Disclosing Party from unauthorized use and disclosure and shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the Confidential Information of the Disclosing Party as the receiving party employs with respect to its own information of a similar nature. The receiving party shall require that its employees, agents and subcontractors comply with the confidentiality restrictions of this Agreement. The obligations in this paragraph will not restrict any disclosure pursuant to any applicable law or by order of any court or government agency (provided that the receiving party shall first give prompt notice to the Disclosing Party of such order in such time as to permit the Disclosing Party to participate in the response to any such order) and shall not apply with respect to information that (1) is independently developed by the receiving party without violating the Disclosing Party's proprietary rights as shown by the receiving party's, written records, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by the receiving party at the time of disclosure, as shown by the receiving party's written records, and the receiving party has no obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the Effective Date, (5) is rightfully received by the receiving party free of any obligation of confidentiality, or (6) with respect solely to a particular disclosure, such disclosure is approved in writing by the Disclosing Party.

1.18 Neither Buyer nor Manufacturer nor Seller shall assign this Participating Addendum, either in whole or in part, without the prior written consent of the other party in the form of a written Amendment signed by Buyer and Manufacturer and Seller. Such consent shall not be unreasonably withheld. However, the parties agree that in the event Buyer is required by law, statute, or regulation to assign this Participating Addendum to another government entity for administrative or other purposes Manufacturer's and Seller's consent is not required. This Participating Addendum shall be binding upon and inure to the benefit of successors and assigns of the parties.

2. Notices.

All communication and/or notices by or permitted under this Agreement shall be in writing, sent via First Class Mail, addressed to:

Manufacturer:

Steelcase Inc
Attention: Leah Beal
74212 W. 51st St.
Los Angeles, Ca. 90037

Buyer:

Judicial Council of California
Attention: Michael Quinones
455 Golden Gate Avenue
San Francisco, CA 94102-3688

with copy to:

Steelcase Inc
901 44th St. SE
Grand Rapids, MI. 49508
Attn: Carmen Canalizo Schaal

3. This Agreement incorporates the terms and conditions set forth in the appendix entitled "JBCL Appendix" attached to this Agreement. If there is any conflict between a provision in the appendix and any other provision of this Agreement, the provision contained in the appendix prevails.

4. Exhibit A: JBCL Appendix

IN WITNESSES WHEREOF, Buyer and Seller have executed this Participating Addendum as of the final day and year written below.

Buyer:
Judicial Council of California

By: _____ 10/23/15
Name: Stephen Saddler
Its: Manager, Business Services

Manufacturer:
Steelcase Inc.

By: _____
Name: Maria D. Canalizo Schaal
Its: Contract Specialist

EXHIBIT A: -- JBCL APPENDIX

This JBCL Appendix contains the provisions required for compliance with Public Contract Code ("PCC'), part 2.5, enacted under Senate Bill 78 (Stats 2011, ch. 10), and the Judicial Branch Contracting Manual ("JBCM") adopted pursuant to that law. In this appendix, (i) "Agreement" refers to the agreement into which this appendix is incorporated, (ii) "JBE" refers to the California judicial branch entity that is a party to the Agreement, (iii) "Contractor" refers to the other parties to the Agreement, and (iv) "Consulting Services" refers to those services described in chapter 8, appendix C, section 1 of the JBCM.

1. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.

1.1. **Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.SC 12101 et seq.), and California's Fair Employment and Housing Act (Government Code section 12990 et seq) and associated regulations (Code of Regulations, title 2, section 7285 et seq.) Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination

1.2. **National Labor Relations Board.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

1.3. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.

2. **Provisions Applicable Only to Certain Agreements.** The provisions in this section are ***applicable only to the types of agreements specified in the title of each subsection.*** If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.

2.1. **Agreements over $10,000.** This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

2.2. **Agreements over $50,000.** No JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

2.3. **Agreements of $100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

2.4. **Agreements for Services over $200,000 (Excluding Consulting Services).** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

2.5. **Agreements of $1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

2.6. Agreements for the Purchase of Goods. Contractor shall not sell or use any article or product as a "loss leader" as defined in Business and Professions Code section 17030.

2.7. Agreements for the Purchase of Certain Goods, and Printing, Janitorial, and Building Maintenance Services Agreements. If Contractor will sell to the JBE, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

2.8. Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services. Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

2.9. Agreements relating to DVBE Incentive. This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

2.10. Agreements Resulting from Competitive Solicitations. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

2.11. Agreements for Legal Services. Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE,
whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than $50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono

legal services during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award
of future contracts with a judicial branch entity for legal services.

2.12. Agreements Allowing for Reimbursement of Contractor's Costs. Contractor must include with any request for reimbursement from the JBE a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

2.13. Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs. Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.

2.14. Agreements that the JBE Cannot Terminate for Convenience. The JBE's obligations under this Agreement are subject to the availability of applicable funds. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, if expected or actual funding is withdrawn, reduced, or limited in any way. If this Agreement is terminated for non-availability of funds, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total contract amount.

2.15. Agreements relating to small business preference. This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a "scrutinized company" as defined in PCC 10476, or (ii) receive written permission from the Judicial Council of California to submit a proposal.

To submit a proposal to the Judicial Council of California, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply **check** the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

☐ 1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

☐ 2. We are a "scrutinized company" as defined in PCC 10476, but we have received written permission from the Judicial Council of California to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the Judicial Council of California is included with our proposal.*

OR

☐ 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a "scrutinized company" as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer to the clause in paragraph 3. This certification is made under the laws of the State of California.

Company Name (Printed) Steelcase Inc	*Federal ID Number* 38-0819050
By (Authorized Signature) [signature]	
Printed Name and Title of Person Signing Maria D. Gonzalez Schaal - Contract Specialist	
Date Executed 10/21/15	*Executed in the County of* Kent *in the State of* Michigan