(*Rev. 5-4-15*)

USER INSTRUCTIONS FOR MASTER AGREEMENT

(LEVERAGED PROCUREMENT)

Please carefully review these User Instructions.

Name of the entity that established the Master Agreement and contact person information: **JCC Contract No. 106002 / Steelcase LPA No. 091423-STI** Lead JBE: Judicial Council of California Purchasing Department Contact: **Paul Sempungu, Fiscal Services Coordinator** Phone: (916) 643-6970 Email: **Paul.Sempungu@jud.ca.gov**
Name of the Contractor and contact person information: **Kevin Schmidtbauer** Steelcase (Leveraged Procurement Contractor) Strategic Accounts Manager, San Francisco C: 415.699.9529 Email: **kschmidt@steelcase.com** Website: steelcase.com
Goods/Services: *[add information about the types of goods/services that may be procured under the Master Agreement; provide pricing and payment information.]* Furniture, equipment, products, or services to Sourcewell and the governmental entities that access Sourcewell's cooperative purchasing contracts. See JBEs executed Participating Addendum 2015 for details on this Leveraged Procurement transaction. Pricing details are referenced in the updated published Price and Products List.
Only the following entities are eligible to procure under the Master Agreement: Judicial Branch Entities. The term of the Master Agreement is from December 1, 2023 through December 4, 2027. The Term of the executed JBE Participating Addendum 2015 is coterminous with the LPA – Sourcewell Agreement. The Sourcewell Agreement allows up to three (3) additional one-year extensions upon the request of Sourcewell and written agreement by Steelcase Inc.

1. Any entity that orders goods and/or services under this Master Agreement:

(i) should first carefully review the Master Agreement and determine whether procuring under the Master Agreement is consistent with the entity's requirements;

(ii) must first enter into a Participating Addendum (Appendix E to the Master Agreement) with the Contractor;

(iii) is solely responsible for the acceptance of and payment for goods/services; and

(iv) is subject to the terms and conditions of the Master Agreement; and is solely responsible for its obligations and any breach of its obligations.

2. Each Participating Addendum is a separate, independent contract between the Contractor and the entity entering into the Participating Addendum, subject to the following:

(i) Each Participating Addendum is governed by the Master Agreement, and the terms of the Master Agreement are incorporated into each Participating Addendum;

(ii) a Participating Addendum may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the goods/services provided for in the Master Agreement; and

(iii) the term of a Participating Addendum may not extend beyond the expiration date of the Agreement.

3. ***[Instructions to the judicial branch entity that established the Master Agreement: consider additional provisions for these User Instructions, as appropriate, and to the extent consistent with the Master Agreement. For example:]***

A. Background. Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Furniture Solutions with Related Accessories and Services from which Steelcase was awarded an LPA contract. Steelcase has contracted with Sourcewell to provide equipment, products, or services to Sourcewell and the governmental entities that access Sourcewell's cooperative purchasing contracts (Participating Entities) via a participating addendum.

(i) Contact the above-referenced Leveraged Procurement Contractor to express interest in participating in this LPA and to initiate a purchase order for Goods. See executed LPA and Participating Addendum 2015 for further details on participating requirements.

B. Price and Products List Details. See published Price and Products List for information on Goods.

(i) The price for Products purchased under the Sourcewell Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed on the Price List. Any

Product list-price adjustment shall be effective upon a thirty (30) day written notification given to Sourcewell.

(ii) The price for Partner Products purchased under the Sourcewell Agreement shall be the current Price List in effect at the time the purchase order is placed, less the minimum discounts on identified Partner Products listed on the Price List.

(iii) Deliveries from Dealer to Sourcewell shall be FOB, Sourcewell's Designated Location for Orders within the United States, and FCA, Sourcewell's Designated Location for Orders outside of the United States. Exceptions include Alaska, Hawaii, the Northwest Territories, Nunavut and Yukon, where additional freight charges apply and will be quoted upon request. For deliveries in Alaska, a service charge equal to five percent (5%) of list price shall be assessed to Sourcewell for Orders up to $200,000 list price. The service charge for Orders above $200,000 list price shall be negotiated.

(iv) Remote Location(s) Installation & Service: Any location outside of a 25-mile radius of the Steelcase Dealer's location(s) are considered remote. Upon request, the dealer would provide a not to exceed estimate with respects to travel, per diem, lodging and equipment rental, if needed, at the time of project quotation. Member would pay actual invoice of these items, upon verification of the fees.