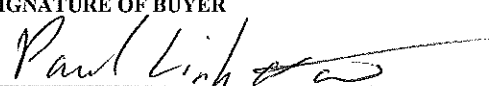
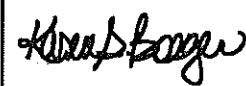




NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

SOLICITATION NUMBER B2Z15080	CONTRACT TITLE WSCA Copiers (Multifunction) and Related Software
CONTRACT NUMBER C215080019	CONTRACT PERIOD October 2, 2015 Through December 31, 2019
REQUISITION NUMBER N/A	VENDOR NUMBER 1319688720 0
CONTRACTOR NAME AND ADDRESS Sharp Electronics Corporation One Sharp Plaza, Suite 1 Mahwah, NJ 07495	STATE AGENCY'S NAME AND ADDRESS Various Locations Throughout The State
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract C215080019 between the State of Missouri and Sharp Electronics Corporation is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract document.	
BUYER Paul Linhardt	BUYER CONTACT INFORMATION Phone: (573) 751-4578 Email: Paul.Linhardt@oa.mo.gov
SIGNATURE OF BUYER 	DATE 10/2/15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: C215080019
 REQ NO.: NA
 TITLE: WSCA Multifunction Copiers and Related Services

BUYER: Paul Linhardt
 PHONE NO.: (573) 751-4578
 E-MAIL: Paul.Linhardt@oa.mo.gov

TO: Sharp Electronics Corporation
 One Sharp Plaza
 Mahwah, NJ 07495

RETURN DOCUMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	Paul.Linhardt@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:
 VARIOUS STATE AGENCIES - STATEWIDE

The Contractor hereby agrees to provide the services and/or supplies described in the attached State of Nevada Contract # 3091 for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Sharp Electronics Corporation
IRS FORM 1099 MAILING ADDRESS One Sharp Plaza, Suite 1
CITY, STATE, ZIP CODE Mahwah, NJ 07495

CONTACT PERSON Matt Euston		EMAIL ADDRESS eustonm@sharpsec.com	
PHONE NUMBER 816-588-1962		FAX NUMBER 800-245-2815	
TAXPAYER ID NUMBER (TIN) 13-1968872	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 710000000
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>Laura J Blackmer</i>		DATE 9/16/15	
PRINTED NAME Laura J Blackmer		TITLE Senior Vice President - Sales	

CONTRACT TITLE: NASPO Multifunction Copiers and Related Software

CONTRACT PERIOD: *215080019* Date of Award through December 31, 2019

Contract ~~C213093019~~ is awarded by the State of Missouri consisting of the following:

- ❖ The attached Contract #3091, signed by the State of Nevada on 11/24/14 and Sharp Electronics Corporation,
- ❖ The attached RFP #3091 issued by the State of Nevada on 06/10/14 consisting of 156 pages.
- ❖ The attached amended Participating Addendum

The contractor shall provide multifunction copiers and related services specified by the NASPO ValuePoint Copiers, Printers, and Related Software contract. All references to the State of Nevada, Department of Administration's Purchasing Division and NASPO ValuePoint, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Nevada and NASPO ValuePoint such as background information, statistical/factual information, etc.

- 1.1 The contractor shall submit invoices for products and services/supplies provided for the State of Missouri directly to the ordering agency.
- 2.1 The contractor shall allow for ongoing lease payments, as applicable, from the previous NASPO Copiers and Related Software contract #3091.1715 *215080019*
- 3.1 The State of Missouri hereby incorporates the following provisions regarding state agency use of the contract:
 - a. State agencies shall not be permitted to acquire printers (Group D) through this agreement. Political subdivisions and universities of the State of Missouri may acquire printers (Group D) through this agreement.
 - b. Quotations: State agencies should obtain price quotations from at least three manufacturers before purchasing products through the contract.
 - c. Color and High Speed Units: Before purchasing a color multifunction device of any speed or a black and white multifunction device with a speed greater than 60 pages per minute (PPM), a state agency must obtain written approval to purchase the device from OA General Services State Printing. State agencies must submit State Printing's written approval with the purchase order.
 - d. Trade-Ins: State agencies must obtain OA Surplus Property's approval before trading in a copier.
 - e. Hard Drive Erase: State agencies must purchase hard drive erase software for all devices containing a hard drive.
 - f. Orders and Invoicing: When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same vendor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)
 - g. Financing Options: State agencies may enter into fair market value/operational leases, cancelable rentals, and non-cancelable rentals. State agencies must not enter into capital leases.

- h. Sales Reporting: The manufacturer must provide quarterly reports to the Division of Purchasing and Materials Management identifying devices purchased, leased, and maintained under this contract.
- 1) The report must list the placement of all copiers (purchased or fair market value lease) during the previous three months.
 - 2) The report must be presented by email within 30 business days after the end of each reporting period.
 - 3) Reports must include the following:
 - i. Contract Number;
 - ii. Equipment Make, Model, and Serial Number;
 - iii. State Agency and Location;
 - iv. Purchase or Fair Market Value Lease;
 - v. Maintenance Agreements;

4.1 Missouri Statewide Contract Quarterly Administrative Fee:

- a. The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- b. The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- c. Payments shall be made using one of the following acceptable payment methods:
 - Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing and Materials Management, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.
- d. All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

5.1 Missouri Statewide Contract Quarterly Administrative Fee Report:

- a. The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.
- b. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.
- c. The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 1) may be downloaded from the following DPMM website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:
 - **Mail:** Division of Purchasing and Materials Management,
P.O. Box 809, Jefferson City MO 65102-0809OR
 - Division of Purchasing and Materials Management,
301 West High Street, Room 630, Jefferson City, MO 65101-1517
 - **Fax:** (573) 526-9815
 - **Email:** ereports@oa.mo.gov
- d. The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

6.1 Missouri Statewide Contract Quarterly Usage Report:

- a. The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- b. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- c. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 2) which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- d. The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall

also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

- 7.1 Leases: State agencies may enter into fair market value leases, cancelable rentals, and non-cancelable rentals. State agencies shall not enter into capital leases or short term rentals.

8.1 **Affidavit of Work Authorization and Documentation:**

Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A must be submitted prior to an award of a contract.

9.1 **Contractor's Personnel:**

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - (2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

(3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

10.1 Federal Funds Requirement:

- a. The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
 - 2) the dollar amount of Federal funds for the project or program; and
 - 3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

11.1 Outside United States:

- a. If any products and/or services offered under this contract are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.
- b. Are products and/or services being manufactured or performed at sites outside the United States?
 Yes No

If Yes, describe and provide details:

Sharp MFP products are manufactured in China, All services including repair will be performed in the United States

EXHIBIT A
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A CURRENTLY NOT A BUSINESS ENTITY	
<p>I certify that _____ (Company/Individual Name) <u>DOES NOT CURRENTLY MEET</u> the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)</p> <p style="margin-left: 40px;"> <input type="checkbox"/> I am a self-employed individual with no employees; OR <input type="checkbox"/> The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo. </p> <p>I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.</p>	
<p>_____ Authorized Representative's Name (Please Print)</p>	<p>_____ Authorized Representative's Signature</p>
<p>_____ Company Name (if applicable)</p>	<p>_____ Date</p>

EXHIBIT A, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

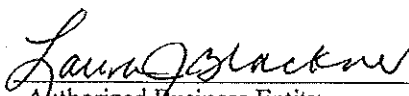
BOX B - CURRENT BUSINESS ENTITY STATUS	
I certify that <u>Sharp Electronics Corp</u> (Business Entity Name) <u>MEETS</u> the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.	
<u>Laura Blackmer</u> Authorized Business Entity Representative's Name (Please Print)	 Authorized Business Entity Representative's Signature
<u>Sharp Electronics Corporation</u> Business Entity Name	<u>September 21, 2015</u> Date
<u>blackmerl@sharpsec.com</u> E-Mail Address	
As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:	
<input checked="" type="checkbox"/> Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm ; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND	
<input checked="" type="checkbox"/> Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND	
<input checked="" type="checkbox"/> Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.	

EXHIBIT A, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Laura Blackmer (Name of Business Entity Authorized Representative) as Senior Vice President (Position/Title) first being duly sworn on my oath, affirm Sharp Electronics Corp (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Sharp Electronics Corp (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Laura J. Blackmer
Authorized Representative's Signature

Laura Blackmer
Printed Name

Senior Vice President
Title

September 21, 2015
Date

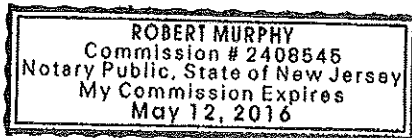
blackmerl@sharpsec.com
E-Mail Address

17365
E-Verify Company ID Number

Subscribed and sworn to before me this 21st of September, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Passaic, State of
(NAME OF COUNTY)
New Jersey, and my commission expires on May 12, 2016.
(NAME OF STATE) (DATE)

Robert Murphy
Signature of Notary

9/21/15
Date





Company ID Number: 17365
 Client Company ID Number: 515067

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Sharp Electronics Corp

_____ Name (Please Type or Print)	_____ Title
_____ Signature	_____ Date

E-Verify Employer Agent General Information Services, Inc.

Rena Jarvis _____ Name (Please Type or Print)	_____ Title
<i>Electronically Signed</i> _____ Signature	03/05/2012 _____ Date

Department of Homeland Security – Verification Division

USCIS Verification Division _____ Name (Please Type or Print)	_____ Title
<i>Electronically Signed</i> _____ Signature	03/08/2012 _____ Date

**Information Required
 For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

EXHIBIT A, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Sharp Electronics Corporation (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security - Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University - Joplin; Missouri Western State University - St. Joseph; Northwest Missouri State University - Maryville; Southeast Missouri State University - Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

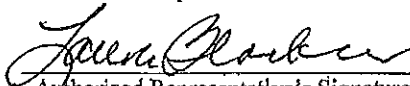
Date

**EXHIBIT B
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Sharp Electronics Corporation	001818012
Company Name	DUNS # (if known)
Laura Blackmer	Senior Vice President
Authorized Representative's Printed Name	Authorized Representative's Title
	September 18, 2015
Authorized Representative's Signature	Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Sharp Electronics Corporation
Nevada RFP 3091
(hereinafter "Contractor")

And

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1. Scope:

This addendum covers the Copiers, Printers & Related Devices 3091 led by the State of Nevada for use by state agencies governed by Chapter 34 RSMo, political subdivisions, and universities of the State of Missouri as authorized by statute to utilize State of Missouri contracts with the prior approval of the Director of the Division of Purchasing and Materials Management.

Contractor has been awarded devices and services in the following categories:

Group A – Convenience Copiers
Group B – Production Copiers

State agencies governed by Chapter 34 RSMo are specifically prohibited from acquire printers (Group D) through this agreement unless specifically authorized by the Director of the Division of Purchasing and Materials Management (DPMM) for the State of Missouri.

Political subdivisions and universities of the State of Missouri may acquire printers (Group D) through this agreement.

In the event of a conflict between the terms and conditions of this Participating Addendum (PA) and any Exhibit or Attachment subject to this PA, the terms and conditions of the PA shall prevail.

2. Participation:

Use of specific NASPO ValuePoint cooperative contracts by state agencies governed by Chapter 34 RSMo, political subdivisions, and other entities (including cooperatives) and universities authorized by Missouri's statutes to use state contracts are approved by the Director of the Division of Purchasing and Materials Management for the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing and Materials Management.

3. Participating State Modifications or Additions to Master Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Addenda)

a) Scope: State agencies governed by Chapter 34 RSMo must utilize the contract in the following manner:

1) Quotations: State agencies should obtain price quotations from at least three manufacturers before purchasing products through the contract.

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- 2) Color and High Speed Units: Before purchasing a color multifunction device of any speed or a black and white multifunction device with a speed greater than 60 pages per minute (PPM), a state agency must obtain written approval to purchase the device from OA General Services State Printing. State agencies must submit State Printing's written approval with the purchase order.
 - 3) Trade-Ins: State agencies must obtain OA Surplus Property's approval before trading in a copier.
 - 4) Hard Drive Erase: State agencies must purchase hard drive erase software for all devices containing a hard drive.

Note: If the Purchasing Entity elects to retain the hard drive of any Product upon return of the Products to Contractor, Purchasing Entity shall pay Contractor a hard drive replacement fee of \$500 per unit of Product.
 - 5) Orders and Invoicing: When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same vendor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)
 - 6) Financing Options: State agencies may enter into fair market value/operational leases, cancelable rentals, and non-cancelable rentals. State agencies must not enter into capital leases or short term rentals.
- b) For informational purposes, the contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.
- c) Missouri Statewide Contract Quarterly Administrative Fee:
- 1) The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
 - 2) The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month immediately following the end of

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the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

- 3) Payments shall be made using one of the following acceptable payment methods:
- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing and Materials Management, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.
- 4) All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.
- 5) Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract

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during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 3) may be downloaded from the following DPMM website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing and Materials Management,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing and Materials Management,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

d) Missouri Statewide Contract Quarterly Usage Report:

- 1) The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.

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Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 2) Sales Reporting: The manufacturer must provide quarterly reports to the Division of Purchasing and Materials Management identifying devices purchased, leased, and maintained under this contract.
- a. The report must list the placement of all copiers (purchased or fair market value lease) during the previous three months.
 - b. The report must be presented by email within 30 business days after the end of each reporting period.
 - c. Reports must include the following:
 - i. Contract Number;

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- ii. Equipment Make, Model, and Serial Number;
- iii. State Agency and Location;
- iv. Purchase or Fair Market Value Lease;
- v. Maintenance Agreements;

- 3) The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 4) The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 4) which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- 5) The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

4. Leases:

- a) State agencies may enter into fair market value leases, cancelable rentals, and non-cancelable rentals. State agencies shall not enter into capital leases or short term rentals.
- b) State Agencies: State agencies shall only utilize the approved State of Missouri Lease document, as set forth as Attachment 1.
- c) Political Subdivisions: Political Subdivisions may utilize the state leasing document (Attachment 1) or may

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enter into Equipment leases subject to the Terms and Conditions of the Sharp Master Lease Agreement, unless otherwise agreed to. To initiate a lease, Political Subdivision Customers may issue a Purchase Order ["PO"] and reference the type of lease (FMV, Operational, or Capital Lease) on the PO or may simply sign the Sharp Lease Agreement. Notwithstanding anything to the contrary in this PA, in the event of a conflict between an executed Lease Agreement and the Master Agreement, the terms of the Lease Agreement will supersede and control. The Lease Agreement and each PO issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement.

5. Primary Contacts:

The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	Sharp Electronics Corporation, Craig Pulver, Government Account Executive
Address	One Sharp Plaza Suite 1, Mahwah, NJ 07495
Telephone	201-529-8200 602-300-0962
Fax	201-529-9454
E-mail	pulverc@sharpsec.com

State of Missouri

Name	Paul Linhardt
Address	301 West High Street, Room 630
Telephone	573-751-4578
Fax	573-526-9816
E-mail	Paul.Linhardt@oa.mo.gov

6. Subcontractors:

All Sharp dealers and resellers authorized in the State of Missouri, as shown on the dedicated Sharp (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The Sharp dealers' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract # 3091" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the appropriate State of Missouri contract number associated with the manufacturer or dealer providing the product or service and the Lead State price agreement number: 3091.

9. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: <i>Missouri</i>	Contractor: Sharp Electronics Corporation
By: <i>Karen S. Boeger</i>	By: <i>Laura J Blackmer</i>
Name: <i>Karen S. Boeger</i>	Name: Laura J Blackmer
Title: <i>Director, Division of Purchasing</i>	Title: Senior Vice President - Sales
Date: <i>9/22/15</i>	Date: 9/16/15

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EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Sharp is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.
Sharp Electronics maintains a presence in Missouri through our four independent Sharp authorized dealers, with locations throughout the State. These dealers employ over 200 people
2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number
The services provided through this contract include delivery, installation, networking, and training on product use, service and maintenance of the MFP devices offered.
3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
The economic impact returned to the State of Missouri include the continuing employment of over 200 employees of the Sharp authorized dealerships, the sales tax revenue generated through the use of this contract, and the savings to the participating State agencies provided through the use of this contract.
4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:
N/A
5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:
N/A- We do support organizations for the blind at our corporate facility. The vendor supplying the 8 1/2 x 11 copier paper via the Mahwah Mailroom is the Association for Vision Rehabilitation and Employment Inc. (A.V.R.E.)
6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:
N/A

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ATTACHMENT 1

**STATE OF MISSOURI
AGREEMENT FOR LEASE OF EQUIPMENT**

WSCA-NASPO MSA CONTRACT #3091

A Contract Between the State of Missouri
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF LEASING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF LESSOR)

WHEREAS, The State of Missouri and its Using Agencies are authorized to lease under the above referenced WSCA-NASPO Master Agreement and the State's Participating Addendum; and
WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of the State of Missouri;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **LEASE TERM.** This Agreement shall be effective from _____ to _____, unless sooner terminated by either party as set forth in this Agreement in paragraph 7.
2. **DEFINITIONS.** "State" means the State of Missouri and any state agency identified herein, its officers, and employees. "Lease Term" means the term of the Agreement set forth in Section 1. "Leased Equipment" means the equipment described in Attachment A and any equipment replaced by Lessor during the term of this Agreement. "Lessor" means a person or entity from whom the State has leased equipment under the terms and conditions set forth in this Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephonic facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above. For purposes of

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computing times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing.

4. INCORPORATED DOCUMENTS. This Agreement incorporates the following attachments in descending order of constructive precedence; a Lessor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Agreement:

ATTACHMENT A: SCHEDULE OF LEASED EQUIPMENT AND LEASE PAYMENT

CONSIDERATION (RENT). The parties agree that for the Lease Term set forth in Section 1 above, Lessor leases to the State the equipment described in Attachment A, for the lease payments set forth in Attachment A, with the total Agreement or installments not to exceed \$ _____, excluding meter charges and late fees (pursuant to State of Missouri statute 34.055.1). Lessor's Service obligations on the Leased Equipment shall conform to the terms of the WSCA-NASPO Master Agreement and the State's Participating Addendum. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may be required.

5. POSSESSION AND RETURN OF LEASED EQUIPMENT. The State shall have possession of the Equipment for the Term set forth in Section 1, above, unless this Agreement is earlier terminated in accordance with Section 6, below. Lessor covenants that it has good title to the Leased Equipment. At the expiration of the term of this Agreement, the State shall make the Leased Equipment available to Lessor for pickup at the State's premises. If the State is not in breach of this Agreement, all costs of removing and transporting the Equipment at the expiration of the Lease Term shall be the responsibility of Lessor. Risk of loss of the equipment rests with Lessor until the Leased Equipment is delivered to the State's designated location and delivery is accepted by the State.
6. TERMINATION.
- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties.
 - b. Termination With Penalty. Leases may be bought out and return to Lessor, although operational, non-cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.
 - c. State Termination for Non appropriation. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Agreement, and Lessor waives any and

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all claim(s) for damages, effective immediately upon service of written notice (or any subsequent date specified therein) if for any reason the Leasing Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

- d. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice to other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement. Notice of Termination for Breach or Default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination.
8. INSURANCE. Lessor shall procure, maintain and keep in force for the duration of this Agreement insurance conforming to the requirements of the WSCA-NASPO Master Agreement and the State's Participating Addendum to the Master Agreement, naming the State of Missouri as additional insured on any general liability policies by specific endorsement, or by a blanket additional insured endorsement. At Lessor's request, the State of Missouri shall provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in State's possession by the State's program of self-insurance or a policy of property insurance from a qualified insurer.
9. WARRANTY AND MAINTENANCE OF EQUIPMENT. All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to the State all manufacturer's warranties on the Leased Equipment, which shall be not less than a full six months warranty. Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term.
10. GOVERNING LAW, JURISDICTION AND VENUE. The Agreement shall be construed according to the laws of the State of Missouri. To the extent that a provision of the Agreement is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the Agreement shall remain in force between the parties unless terminated by consent of both the parties.
11. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.
12. AGREEMENT AND MODIFICATION. This Agreement is made pursuant to the WSCA-NASPO Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Missouri and Lessor, the terms of which are incorporated herein by reference. Except as to the term of this Agreement or the schedule of lease payments, any amendments to the WSCA-NASPO Master Agreement or the

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Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER AGREEMENT
Sharp Electronics Corporation
Nevada RFP 3091
(hereinafter "Contractor")**

And

**State of Missouri
(hereinafter "Participating State")**

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State's Participating Addendum shall apply to this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Missouri Division of Purchasing and Materials Management.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

Lessor's Signature (Vendor)

Date

Lessor's Title

Leasing Agency Signature

Date

Title

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ATTACHMENT 2

STATE OF MISSOURI
SERVICE LEVEL AGREEMENT (SLA)

1. Customer Level SLA

1.1 Purpose

The purpose of this Service Level Agreement (SLA) is to define service levels; penalties for the performance of the service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations. This SLA does not implicate or involve lease related invoicing; it involves equipment performance and maintenance issues.

1.2 Customer Service Level Agreement

Contractor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	96% or Better
Average On-Site Response Time	4 Hours or Less
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Contractor and Customer.

1.3 Calculation of Service Level Points

Upon written request of the Customer, the Contractor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart for the previous quarter. These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing only (expressed as a negative %). Penalty will not apply to lease payments.

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	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Uptime	98% or Higher	97.9% - 96%	95.9% - 94%	94.9% - 94%	93.9% or lower
Possible Points	4	3	2	2	0
Average On-Site Response Time (in Hours)	4 or Less	4.1 - 5	5.1 - 6	6.1 - 7	7.1 or more
Possible Points	4	3	2	2	0
First Time Fix	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
Possible Points	4	3	2	2	0

1.4 Penalty

The penalty shall be awarded to the Customer as a credit on the following period's service and supplies invoice.

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Total Score	12 - 10	9 - 7	6 - 4	3 - 1	0
Penalty as a percentage of quarterly service and supplies billings	0%	-2.5%	-3.0%	-3.5%	-4.0%

1.5 Equipment Performance

Contractor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

Group	Devices	Segments	Quarterly Uptime
A	Copiers Black & White	All	95%
B	Copiers Color	All	95%

If any unit fails to maintain this level of performance between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Customers discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, Contractor will be allowed 90

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days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

1.6 Additional Contractor Guarantees

- 1.6.1 **Training** – On-going training as requested by the Customer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. A penalty of \$50 per incident that does not meet the turnaround time specified to be credited on the next service bill.
- 1.6.2 **Loaner Unit/Backup Production** – If any unit is inoperable due to equipment malfunction for a period in excess of 72 hours, Contractor shall provide the Customer with either:
- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
 - ii) Provide the Customer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Contractor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.
- 1.6.3 **Invoicing** – Contractor shall maintain timely, accurate invoicing, less service run impressions, as defined below. The assigned copy machine operators, back-up personnel, and office personnel shall respond in a timely manner to the Contractor's e-mails, facsimiles, and phone calls in providing the readings. Receiving meters from Customer is a necessary step in the process of generating a complete and accurate invoice. Invoices that are generated without receiving the proper meter read information, due to the Customer's failure to provide such meter by the last day of the month, are not considered inaccurate. Failure on the Contractor's part to maintain the Service levels as defined in the table below shall result in a \$50.00 per instance credit on the following invoice provided Customer has given written notice to Contractor of any such alleged invoicing problem and Contractor has been allowed a 30 day cure period after such notice to address any such issue.

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Measurable	Service Level
Timely Invoicing	Invoices will be submitted no later than the 25 th of the month immediately following the close of a billing period
Accurate Invoicing	Invoices do not require any credits for miss-billing
Service Impressions	Contractor will credit all service run impressions within the same billing cycle

2. Reporting and Billing

- 2.1 Timely Reporting** – Contractor shall produce reporting for the State within 30 days of the closing of the reporting period. Failure to do so may result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.2 Accuracy of Reporting** – The State may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State's satisfaction; the State may require an audit by a third party. If errors are found, the Contractor must reimburse the appropriate account or purchasing entity for the cost of the auditor.
- 2.3 Accuracy of Billing** – The State may request, at any point, proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's reasonable satisfaction; the State may require an audit by a third party whereby the Contractor will provide supporting documentation to allow such third party to confirm the accuracy of the reporting. If errors are found, the Contractor must reimburse the appropriate account or purchasing entity for the cost of the auditor as well as correcting any billing errors provided, however, the Contractor shall not be required to reimburse the Buyer for any cost of the auditor to the extent such cost exceeds the amount of the billing fee error.
- 2.4 Penalties** – All penalties under this, section two (2) of the Service Level Agreement, shall be payable to the appropriate account or purchasing entity.