

**PARTICIPATING ADDENDUM to  
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
COPIERS, PRINTERS & RELATED DEVICES 14-19  
MASTER AGREEMENT (Nevada RFP 3091)  
Adminstrated by the State of Nevada (hereinafter "Lead State")**

Between

Sharp Electronics Corporation  
(hereinafter "Contractor")

And

[State of Iowa 4991-15]  
(hereinafter "Participating State/Entity")

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**1. Scope:** This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official. The State's chief procurement official has authorized local governmental entities within the State to enter into this Participating Addendum.

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

Group A – Convenience Copiers  
Group B – Production Copiers

**2. Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**3. Participating State Modifications or Additions to Master Agreement:**

- (a) The contractor shall provide to the State of Iowa a 1% administrative fee on all Sales made within the State of Iowa against this agreement. The 1% administrative fee is to be paid quarterly to the Iowa Department of Administrative Services, Central Procurement Enterprise, 1305 E. Walnut St. Hoover State Office Bldg., 3<sup>rd</sup> Floor, Des Moines, IA 50319, Attention Purchasing Director.
- (b) The contractor shall provide an electronic detailed quarterly report on all sales made against this agreement within the State of Iowa to the State's primary contact below. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, product description, quantity, invoice number, unit and extended prices.
- (c) The Department of Administrative Services Procurement highly recommends usage of the State issued procurement card whenever feasible.

**4. Leases:**

- (a) **Lease Terms:** Capital Leases, Fair Market Value Leases and Operational Leases will be subject to the terms and conditions of those set forth in *Sharp's Master Lease Agreement* attached hereto as Exhibit A ("Lease Terms"). A Purchasing Entity may lease Products pursuant to the Lease Terms and this Participating Addendum by

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issuance of a Purchase Order or Order (each, a "Lease Order"). If there is a conflict between the Lease Terms and this Participating Addendum, the Master Agreement or any other document referenced in Section 1 of the Master Agreement, the Lease Terms shall control. The Lease Terms and any lease Purchase Order or Order shall survive the termination of this Participating Addendum and the Master Agreement. Upon the Purchasing Entity's execution of a delivery and acceptance certificate, the Acceptance Testing period shall end and the Purchasing Entity shall not reject or revoked acceptance of the Product.

- (b) **Lease Renewals, End of Term Options and Title to Leased Products.** At the end of the applicable Lease term, Leases (*other than Capital Leases*) may be (1) renewed as provided in the Lease Terms; (2) end user may elect to purchase the equipment subject to Fair Market Value Leases; or (3) return the equipment, pursuant to Section 13 in Exhibit A (Sharp Master Lease Agreement). In the case of a renewal, or purchase of the equipment, the customer must provide written notice at least thirty (30) days prior to the expiration date of the lease. Notwithstanding anything to the contrary in RFP 3091 or the Master Agreement, title to leased Products shall remain with Contractor unless and until the Purchasing Entity's payment of the applicable purchase option price. At the end of a *Capital Lease*, assuming all contractual obligations have been met, title of the equipment will be transferred to the end user. ***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.*
- (c) **Termination Charges.** The limitation on termination charges as specified in Section 5.4.2.3 of RFP 3091 is the balance of lease payments for leases and, for service and maintenance obligations, the lesser of four (4) months service and supply base charges or 25% of the service/supply payment for the remaining term.
- (d) **NON-APPROPRIATION OF FUNDS.** Customer intends to remit to Lessor all Lease Payments and other payments for the full Term specified in the applicable Lease Order if funds are legally available. In the event Customer is not granted an appropriation of funds at any time during the Term for the Product or for product which is functionally similar to the Product and operating funds are not otherwise available to Customer to pay Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or

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with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Customer, Customer shall have the right to return the Product in accordance with these Lease Terms and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Customer's fiscal period, Customer's chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by Customer; and (c) Customer has exhausted all funds legally available to pay Lease Payments. If Customer terminates the Lease because of a non-appropriation of funds, Customer may not purchase, lease or rent, during the subsequent fiscal period, product performing the same functions as, or functions taking the place of, those performed by the Product; provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of the Lease. This Section shall not permit Customer to terminate the Lease in order to acquire any other product or to allocate funds directly or indirectly to perform essentially the application for which the Product is intended.

5. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

**Contractor**

Name	Sharp Electronics, 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	<a href="mailto:pulverc@sharpsec.com">pulverc@sharpsec.com</a>

**Local Contract**

Name	Sharp Electronics, Kelly Haack, Government Account Executive
Address	One Sharp Plaza Suite 1, Mahwah, NJ 07495
Telephone	612-810-2705
Fax	201-529-9454
E-mail	<a href="mailto:HaackK@sharpsec.com">HaackK@sharpsec.com</a>

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Participating Entity

Name	Dave Kaili
Address	1305 E. Walnut St. Hoover Bldg 3 <sup>rd</sup> Floor Des Moines IA 50319
Telephone	515-281-4774
Fax	515-725-0113
E-mail	Dave.Kaili@iowa.gov

**6. Subcontractors:**

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

**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 Participating State contract number: 4991-15 and the Lead State RFP 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. 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.

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This Participating Addendum and the Master Agreement resulting from RFP 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 unless accepted in writing by both Purchasing Entity and Contractor. 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.

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

Participating State: <i>IOWA</i>	Contractor: Sharp Electronics Corporation
By: <i>David C. Kaili</i>	By: <i>Laura J. Blackmer</i>
Name: <i>DAVID C KAILI</i>	Name: <i>Laura J Blackmer</i>
Title: <i>Purchasing Agent III</i>	Title: <i>Sr Vice President Sales</i>
Date: <i>6/4/2015</i>	Date: <i>6/2/15</i>

[Additional signatures as required by Participating State]

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If Customer have questions about this Participating Addendum or the participation process, please contact:

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	<a href="mailto:paul.stembler@wsca-naspo.org">paul.stembler@wsca-naspo.org</a>

**[Fully executed PDF copy of this document should be emailed to  
[PA@wsca-naspo.org](mailto:PA@wsca-naspo.org) to support documentation of participation and  
posting in appropriate data bases]**