

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
76734 O4

PAGE 1 of 1	ORDER DATE 05/10/17
BUSINESS UNIT 9000	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 1680402	
VENDOR ADDRESS: SHARP ELECTRONICS CORP 1 SHARP PLZ MAHWAH NJ 07430-2135	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

MAY 15, 2017 THROUGH DECEMBER 31, 2019

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO Value Point Contract RFP 3091

Contract to supply and deliver a Copiers, Printers, and Devices to political subdivisions and other entities for the period of May 15, 2017 through December 31, 2019 per the terms, conditions, and specifications of the "Request for Proposal".

(For State Agencies - State Agencies are not allowed to utilize this contract.)

(For the File - This RFP and Contract are bid and awarded by the State of Nevada. All backup bids, etc. are retained by the State of Nevada, Purchasing Division.)

The pricing on this contract is a ceiling. Click the links below for pricing.

Group A - Convenience Copiers <<http://das.nebraska.gov/materiel/purchasing/CopierPricing/SharpGroupA.xls>>

Group B - Production Copiers <<http://das.nebraska.gov/materiel/purchasing/CopierPricing/SharpGroupB.xls>>

Local Contact

Vendor Contact: Matthew Euston
Phone: 816-588-1962
Email: eustonm@sharpsec.com

Government Account Executive

Vendor Contact: Craig Pulver
Phone: 201-529-8200
Email: pulverc@sharpsec.com

(5/10/17 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	COPIERS, PRINTERS, AND DEVICES				
Total Order					


 5/23/17 Teresa Fleming 5/22/17
 BUYER
 MATERIEL ADMINISTRATOR

**PARTICIPATING ADDENDUM to
NASPO ValuePoint 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 Nebraska
(hereinafter "Participating State/Entity")

Page 1 of 11

1. Scope: This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by political subdivisions 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 NASPO ValuePoint cooperative contracts 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. PRICES

Price shall be net, including transportation and delivery charges fully prepaid by the Contractor, F.O.B. Destination. No additional charges will be allowed for packing, packages, or partial delivery costs.

B. CONTRACT PERIOD: May 15, 2017 through December 31, 2019

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Participating Addendum.

D. OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

**PARTICIPATING ADDENDUM to
NASPO ValuePoint 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 Nebraska
(hereinafter "Participating State/Entity")

Page 2 of 11

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

E. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the Participating State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and

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

Between

Sharp Electronics Corporation
 (hereinafter "Contractor")

And

State of Nebraska
 (hereinafter "Participating State/Entity")

Page 3 of 11

Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$100,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

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

Between

Sharp Electronics Corporation
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Page 4 of 11

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State a certificate of insurance coverage complying with the above requirements to the attention of the Participating State Buyer at 402-471-2089 (fax)

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

The certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new certificate of insurance shall be submitted immediately to ensure no break in coverage.

F. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

G. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the Contractor or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

H. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

I. EARLY TERMINATION

This contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

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

Between

Sharp Electronics Corporation
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Page 5 of 11

3. The State may terminate the contract immediately for the following reasons:
- a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

J. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate this contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

K. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

L. PAYMENT

Participating State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such

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

Between

Sharp Electronics Corporation
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Page 6 of 11

as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

M. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

N. RIGHT TO AUDIT

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

O. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

P. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

Q. PRICES

The State will be given full proportionate benefit of any price decrease during the term of the contract. Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**PARTICIPATING ADDENDUM to
NASPO ValuePoint 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 Nebraska
(hereinafter "Participating State/Entity")

Page 7 of 11

R. INDEMNIFICATION

1. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

2. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

S. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

T. DRUG POLICY

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

U. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

V. POLITICAL SUB-DIVISIONS

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

Contractor and the political subdivisions may negotiate additional terms and conditions that are not inconsistent with the Master Agreement and Participating Addendum. Political subdivisions may enter into any form of agreement for which they have statutory authority.

**PARTICIPATING ADDENDUM to
NASPO ValuePoint 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 Nebraska
(hereinafter "Participating State/Entity")

Page 8 of 11

W. REPORTS

The Contractor shall also provide to the State of Nebraska participating agency quarterly utilization reports containing information as set forth in the Master Agreement, which at a minimum, shall include the following information pertaining to State of Nebraska Utilization:

1. Purchase order number;
2. Description;
3. Quantity; and
4. Price

These reports will be provided in Excel format as prescribed in the Master Agreement and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

X. ADMINISTRATIVE FEE /REBATE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State of Nebraska for an amount equal to one-quarter of one percent (.25%) of the net sales and service fees (net of any returns, credits, or adjustments under this Addendum) for the quarterly period. Payments shall be made in accordance with following schedule:

<u>Period End</u>	<u>Fee Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide an Administrative Fee report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

Y. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 240
Lincoln, NE 68508

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

Between

Sharp Electronics Corporation
 (hereinafter "Contractor")

And

State of Nebraska
 (hereinafter "Participating State/Entity")

Page 9 of 11

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	pulverc@sharpsec.com

Local Contract

Name	Sharp Electronics, Matthew Euston, Government Account Executive
Address	100 Paragon Drive, Montvale, NJ 07645
Telephone	816-588-1962
Fax	NA
E-mail	eustonm@sharpsec.com

Participating Entity

Name	State of Nebraska – Teresa Fleming
Address	1526 K Street, Suite 130, Lincoln NE 68508
Telephone	402-471-6500
Fax	402-471-2089
E-mail	Teresa.Fleming@Nebraska.gov

6. **Subcontractors:**

All Contractor dealers and resellers authorized in the State of Nebraska, as shown on the dedicated contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor 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 NASPO ValuePoint 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.

**PARTICIPATING ADDENDUM to
NASPO ValuePoint 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 Nebraska
(hereinafter "Participating State/Entity")

Page 10 of 11

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: **76734 04** 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.

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 Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating 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 Participating 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.

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

Between



Sharp Electronics Corporation
 (hereinafter "Contractor")

And

State of Nebraska
 (hereinafter "Participating State/Entity")

Page 11 of 11

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

Participating State:	Contractor: Sharp Electronics Corporation
By: 	By: 
Name: Bo Botelho	Name: Laura Blackmer
Title: Materiel Administrator	Title: Sr. Vice President – SIICA Sales
Date: 	Date: May 15, 2017

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

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION

Name	Shannon Berry, Cooperative Development Coordinator
Telephone	775-720-3404
E-mail	sberry@naspovaluepoint.org

**[Fully executed PDF copy of this document should be emailed to
PA@naspovaluepoint.org to support documentation of participation
 and posting in appropriate data bases]**