NASPO ValuePoint
PARTICIPATING ADDENDUM

COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

NASPO ValuePoint

Master Agreement #: **140603**

Contractor: **SHARP ELECTRONICS CORPORATION**

Participating Entity: **STATE OF RHODE ISLAND**

The following products and services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the ***Copiers & Managed Print Services*** led by the State of Colorado for use by state agencies and other entities located in the Participating State or Purchasing Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all State agencies, political subdivisions, quasi-public agencies, regional school districts and other entities including, but not limited to, the Board of Education and its two Councils – Council on Elementary and Secondary Education and Council on Postsecondary Education, the University of Rhode Island, the Community College of Rhode Island and Rhode Island College, authorized by the State's statutes to use cooperative agreements subject to the prior approval of the respective authorized procurement official (altogether, "State Entities"). All State executive branch agencies are authorized to use this Agreement.

   The State's User Guide ("State's User Guide"), as may be amended from time to time and posted on the State's website, details any exclusions, restrictions or limitations in the use of this Agreement. The State's participation in this Agreement is non-mandatory and non-exclusive. The State reserves its right to have other present or future vendors provide software or services included in the Agreement, along with performing such services itself. All State executive branch agencies for purchases, leases or Managed Print Services must be routed through the Chief of Purchasing Management and Support Services for required moratorium exemption approval This internal requirement applies only to State executive branch agencies. Any changes to this requirement will be made through the State's User Guide - the Contractor is not responsible for enforcement of this requirement.

All billing and ordering shall be between the Contractor and the respective responsible entity for a political subdivision, a quasi-public agency, regional school district, the University of Rhode Island, the Community College of Rhode Island and Rhode Island College.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Matt Huggins Sharp Electronics
Address:	100 Paragon Drive SIICA Sales Monvale, NJ 07645
Telephone:	201-669-9669
Fax:	
Email:	HugginsM@Sharpsec.com

Participating Entity

Name:	Chris Piotrowski, Chief of Purchasing Management and Support Services, State of Rhode Island
Address:	1 Capitol Hill, Providence, RI 02908
Telephone:	401-574-8182
Fax:	401-574-8387
Email:	Christopher.Piotrowski@purchasing.ri.gov

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[_] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Order of Precedence: This Participating Addendum is subject to:

a) The Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, et seq., the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase and Addendum A –General Insurance Requirements, incorporated herein by reference, located at https://rules.sos.ri.gov/regulations/part/220-30-00-13 and https://www.ridop.ri.gov/rules-regulations/ (General Conditions and Addendum A);

(i) Notwithstanding the foregoing, the Contractor shall be entitled to meet the requirements set out above in 5(a) and at https://www.ridop.ri.gov/rules-regulations/ (General Conditions and Addendum A) specifically as it pertains to Schedule A3 by utilizing Contractor's Cyber Insurance policy as the primary payer and utilizing the policy of Contractor's authorized supplier, Advanced Business Machines, Inc. d/b/a Innovex ("Innovex"), as the secondary payer.

(ii) As a result of the foregoing exception provided in 5(a)(i) above, Innovex is currently the sole authorized supplier for Contractor pursuant to this Participating Addendum to the NASPO ValuePoint Master Agreement. Additional authorized suppliers of Contractor will be permitted to participate provided 1) such other additional authorized suppliers secure secondary insurance that meets the State of Rhode Island's requirements or 2) Contractor secures additional insurance coverage to the levels set out in Schedule A3 without necessitating secondary coverage.

b) The Participating Addendum;

c) NASPO ValuePoint Master Agreement Terms and Conditions, including all Exhibits ("Master Agreement");

d) An Order issued against the Master Agreement;

e) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;

f) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and,

g) The Contractor's Supplemental Documents, including all Attachments such as Leases, EULA's, Maintenance Service Level Agreements, Managed Print Services (MPS) Service Level Agreement, etc.

In the event of any conflict or dispute between the above-named documents, the above order of precedence shall apply (with a being the highest level of precedence). Any language that violates the State or Purchasing Entity's Constitution or law will be deemed void, and of no force and effect.

Notwithstanding any language contained in any document, Contractor shall neither limits its liability, nor exclude or limit types or amounts of damages, to the State Entities.

6. MPA 1% Administrative Fee:

   Rhode Island MPA 1% Fee:

   In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts, without affecting the approved prices or discounts specified in the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee. The fee shall be remitted to the State on a calendar quarterly basis beginning July 1, 2020. The fee must be received 30 days after a quarter concludes and inclusive of all purchases made using the contract.

7. Additional Security Requirement:

   Contractor will be responsible for on-site maintenance of software, plus hardware (computers, devices and peripherals that have operating system(s) or firmware that requires upgrades). Contractor should refer to NIST Special Publication 800-40, Guide to Enterprise Patch Management Technologies to develop a plan to continuously provide and perform software maintenance, including all updates, patches, bug fixes, service packs, hot fixes, enhancements, new releases, new versions and other improvements to eliminate vulnerabilities and remove flaws that could otherwise facilitate security breaches or hinder efficient operation of the hardware or software. Contractor at a minimum shall provide and install current and regularly updated malware protection services, *e.g.*, anti-virus and ant-spyware and provide prompt application of security-relevant software upgrades, *e.g.*, patches, service packs and hot fixes. Contractor acknowledges and permits a Purchasing Entity to validate Contractor's software is so updated. Contractor will provide the Purchasing Entity a copy of the system security plan outlining the procedures developed to adhere to these requirements. With approval from the

Purchasing Entity's Division of Information Technology remote access to devices can be granted.

Contractor shall not use any software for services of any kind for a Purchasing Entity that is end of life (EOL), end of support (EOS), or is no longer supported by the *original* contractor (e.g. patching for security updates, updates to fix bugs, updates for new operating systems, etc.). Contractor shall also notify a Purchasing Entity in writing within sixty (60) days upon announcement that software used for services of any kind for the Purchasing Entity, is nearing its end of life, end of support or is no longer supported by the original vendor. If original company is sold, the acquiring company will be considered the original manufacturer for the purposes of this section if the terms of said acquisition include assumption of all liability and extension of all original warranties issued to the Purchasing Entity by company acquired.

For copier, print, fax, or multi-function devices housing a hard-drive, additional security features will be required at the discretion of the Purchasing Entity such as data encryption, data overwriting capabilities or hard drive password locking. If or when the installed hard drive needs replacement or upgrade; or at the termination of the service contract, the hard drive will remain the property of the Purchasing Entity or the Contractor will provide a certificate of data destruction for the hard drive. The Contractor shall comply with site rules and regulations while on the Purchasing Entity's premises. Work shall be performed during workday operational hours of the Purchasing Entity.

8. Lease Agreements:

Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement and subject to the provisions of this Participating Addendum.
Executive branch agencies may only use a lease with the purchase option of a $1.00 buyout and as provided in the State's User Guide. Other State Entities may use the other lease options in the Master Agreement as authorized by their respective policies and regulations.

For all State Entities where payment is made by the Department of Administration, Office of Accounts & Control, payment will only be made to the Contractor (or authorized dealer or reseller as described below with a Purchase Agreement), and not a leasing company, financial branch or subsidiary.

Assignment: Subject to the above, Contractor may assign, solely for financing purposes, upon written notification and wrtten authorized acceptance of the respective Purchasing Entity, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement 18-001 or this Participating Addendum.

For Executive Branch Agencies, all lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program.
End of Term Notification: Contractor must notify athe Purchasing Entity, in writing, of their End of Term options at least ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

i. Any acquisition or return options, based on the type of lease or rental agreement;
ii. Any renewal options, if applicable; and/or
iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

9. Authorized Resellers and Dealers: All SHARP dealers and resellers authorized in the State of Rhode Island , as shown on the Sharp dedicated website for the State of Rhode Island, and that have been issued a Purchase Agreement are approved to accept orders, and provide sales and service support on behalf of Sharp. In such cases, Sharp will perform all invoicing functions. To the extent Sharp separately approved a dealer or reseller to invoice on behalf of Sharp (as demonstrated on such website and Purchase Agreement), such dealer is approved to invoice State Entities in the NASPO ValuePoint Master Agreement. The Contractor's dealer or reseller shall have all of the rights and obligations of Contractor under the Master Agreement and this Participating Addendum. Even if services or equipment are provided by an authorized reseller or dealer, Contractor remain responsible for successful performance and compliance with all the terms and conditions of this Participating Addendum.

10. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement and this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement and this Participating Addendum unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following (1) "PO subject to this Participating Addendum for NASPO ValuePoint Contract **#140603** & State Contract #___3721256___" (2)

Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

11. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) business day period shall be deemed as Acceptance by the Purchasing Entity.

    Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, State Entities shall provide meter reads within the Contractor(s) requested reasonable timeframe.

    Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate, but prior billing will be adjusted once the meter reading information is received. Contractor will note on the invoice whether the billing is based on actual or estimated readings.

    The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice. All rights and remedies in this Participating Addendum shall be cumulative. The exercise or beginning of the exercise by a party of any of its rights and remedies will not preclude a party from exercising all rights hereunder or otherwise granted by law or equity.

12. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include:
    i) Interactive White boards;
    ii) Computers, monitors, or other related items;
    iii) Fax machines;
    iv) Overhead Projectors; and
    v) Cameras.

    NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum

allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

13. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:

    a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);

    b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

14. Software: State Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. State Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, EULA's are subject to the Order of Precedence in Paragraph 5.

15. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in NASPO Participating Addendum **Exhibit A,** subject to the Order of Precedence in Paragraph 5. There shall be no automatic renewal.

16. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor "Managed Print Service Level Agreement" provided in Participating Addendum Exhibit B, subject to the Order of Precedence in Paragraph 5. Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. For Executive Branch Agencies, if MPS is approved as provided in the above Section 2 Participation above, the form of MPS Level Agreement will be negotiated with a selected Contractor at that time.

17. MPS Statement of Work Template: All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in NASPO Participating Addendum **Exhibit C (MPS Statement of Work)** and subject to the

Order of Precedence in Paragraph 5, and it must be approved by both parties prior to the initiation of any engagement.

18. Additional Changes to the Department of Personnel and Administration and SHARP Electronics Corporation, Inc. Master Agreement 140603:

    a. Section 4.4.2.a.ix.1 shall be changed as follows: Shall be counted as One (1) click on Group A devices.
    b. Section 4.4.2.a.ix.2 shall be changed as follows: May be counted as one (1) click on Group C Devices.
    c. Section 4.4.3.b.i shall be changed as follows: There will be no limits on end-user training at no additional cost to the Purchasing Entity.
    d. Section 4.4.3.b.i.5 shall be changed as follows: Contractor shall offer additional on-site, one-hour training sessions at no cost to the Purchasing Entity.
    e. Section 4.4.3.b.iii.3 shall be changes as follows: The Target Level for Average Uptime will be changed to 98% or better.
    f. Section 4.4.3.b.vii.1 shall be changed as follows: The response time will be four (4) hours for Urban, Rural and Remote. The response time for the priority list will be two (2) hours.
    g. Section 4.4.3.b.ix.2 shall be changed as follows: There will be no charge to a Purchasing Entity at all locations for this service.
    h. Section 4.9.5 shall be changed as follows: There will be no charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. There will be no charge for expedited shipping.

19. Early Termination Fees, Costs or Penalties, etc.: In the event of early termination or cancellation, the Contractor will be entitled to termination fees as established in the Master Agreement. Contractor shall only be entitled to payment determined on a pro rata basis, for products or services satisfactorily performed or provided not including any lost or anticipated profit.

20. Sensitive Information: Sensitive Information means all information, data, materials, or documents (including Confidential Information and Personal Data) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from the State, State Users, or Users, directly or indirectly, including from any Authorized Contractors of any of the foregoing, related to the Agreement in any way whatsoever regardless if form, including all information, data, materials or documents accessed, used or developed by the Vendor in connection with any Customer-Owed Deliverables provided hereunder and all originals and copies of the foregoing.

21. MBE & EEO: Any Bidder awarded a purchase order or release under the Contract shall comply with the MBE and EEO requirements, or other eligible entities applicable MBE & EEO requirements.

22. Discounts: Contractor's prices shall be discounted using the price lists and discounts in the Master Agreement web site. These discounts are considered to be the minimum offered and a higher discount may be offered.

23. Prompt Payment: Any vendor receiving payments through the State's Controller's Office is eligible to participate in the Expedited Payment Discount Program. Expedited Payment Discount Policy ("Policy"), Policy A-74, as may be amended from time to time. Other State eligible entities may have their own expedited payment discount program ("program") for Bidders. In the event the discount offered by a Bidder under this Contract is larger than provided in the Policy or program, the larger discount shall prevail.

24. Reports: Master Price Agreement Reports -The Vendor agrees to provide the State with quarterly reports describing purchases made pursuant to this contract. Reports shall include usage by all State agencies, municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) total value of all invoices issued by the Vendor pursuant to this Master Price Agreement (2) full list [in an EXCEL format] of all purchases by each purchase order, by type [owned or leased], by agency showing the quantity, unit price, total cost, start date and end date and (32) quantity of each line item delivered pursuant to this Master Price Agreement. If there are no line items in this Master Price Agreement, then Vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the Division of Purchases to the attention of the Buyer named in this contract, identifying the purchase order number and the reporting period. Quarterly reports shall be due forty-five (45) calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the Vendor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the contract and other State contracts and orders, and possible suspension from the State Bidders List.

25. Term: The Term of this Participating Addendum is from the issuance of a Purchase Agreement by the Division of Purchases through December 31, 2021, unless sooner terminated by the State. Lead State amendments extending the NASPO ValuePoint Master Agreement are not automatically incorporated into this Participating Addendum. Extensions to the Term of this Participating Addendum will be at the sole option of the Participating State.

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

Participating Entity: State of Rhode Island	Contract: Sharp Electronics Corporation
Signature:	Signature:
Name: Nancy R McIntyre	Name: Mike Marusic
Title: State Purchasing Agent	Title: President & CEO of SIICA
Date: 5/3/2021	Date: 4/30/21

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]