

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

Between

Sharp Electronics Corporation
(hereinafter "Contractor")

And

Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 1500000977

Page 1 of 7

1. **Scope:** This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by Authorized NON EXECUTIVE BRANCH STATE AGENCIES ONLY and other entities located in the Participating State authorized by that state's statutes to utilize state contracts, which includes local public agencies of the Commonwealth as defined in KRS 45A.345(11). Each authorized using agency must establish its own separate agreement if applicable with the awarded contractor for products and services.

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

Group A - Convenience Copiers
Group B - Production Copiers

2. **Participation:** This addendum is for Authorized NON EXECUTIVE BRANCH STATE AGENCIES ONLY. Executive Branch State Agencies (as indicated in the following web link <http://opendoor.ky.gov/accountability/gengov/Pages/executive.aspx>) may NOT utilize this addendum and must participate in the Managed Print Contract (MPS), MA 758 1300000391. Executive Branch State Agencies must contact the Commonwealth Office of Technology (COT) regarding the MPS contract.

3. **Participating State Modifications or Additions to WSCA Master Agreement:**
This addendum is for the full scope of products and services awarded in the WSCA contract between WSCA and the awarded contractor.

4. **Leases:**

Leasing is approved for the authorized using agencies. Each authorized using agency must establish its own separate agreement if applicable with the awarded contractor for products and services.

(a) **Lease Terms:** Capital Leases, Fair Market Value Leases and Operational Leases will be subject to the terms and conditions of the 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 issuance of a Purchase Order or Order (each, a

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

Between

Sharp Electronics Corporation
(hereinafter "Contractor")

And

Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 1500000977

Page 2 of 7

"Lease Order"). If there is a conflict between the Lease Terms and this Participating Addendum, the WSCA Master Agreement or any other document referenced in Section 1 of the WSCA 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 WSCA 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 WSCA 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.

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

Between

Sharp Electronics Corporation
(hereinafter "Contractor")

And

Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 1500000977

Page 3 of 7

(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 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

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

Between

Sharp Electronics Corporation
(hereinafter "Contractor")

And

Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 150000977

Page 4 of 7

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, Nicki Calcagni, Government Account Executive
Address	One Sharp Plaza Suite 1, Mahwah, NJ 07495
Telephone	301-466-6219
Fax	201-529-9454
E-mail	calcagnin@sharpsec.com

Participating Entity

Name	Stephanie R. Williams
Address	702 Capitol Avenue, Room 096, Frankfort, KY 40601
Telephone	(502) 564-8621
Fax	(502) 564-6013
E-mail	Stephanier.Williams@ky.gov

6. Subcontractors:

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

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-

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

Between

Sharp Electronics Corporation
(hereinafter "Contractor")

And

Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 1500000977

Page 5 of 7

NASPO Contract # 3091 and Commonwealth of Kentucky Master Agreement # MA 758 1500000977 (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: MA 758 1500000977 and the Lead State RFP number: 3091.

9. Individual Customer:

Each authorized Non Executive Branch State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Each authorized Non Executive Branch State agency and political subdivision will be responsible to follow the terms and conditions of the WSCA Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the WSCA Master Agreement. Each authorized Non Executive Branch State agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each authorized Non Executive Branch State 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 WSCA 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 WSCA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the WSCA 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 WSCA Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or

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

Between

Sharp Electronics Corporation
 (hereinafter "Contractor")


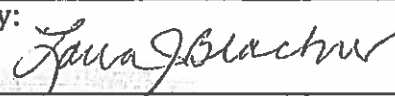
And

Commonwealth of Kentucky
 (hereinafter "Participating State")
 MA 758 1500000977

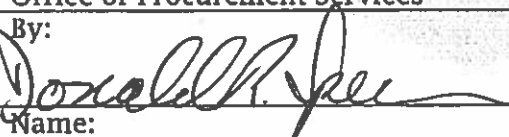
Page 6 of 7

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: Commonwealth of Kentucky Commonwealth Office of Technology	Contractor: Sharp Electronics Corporation
By: 	By: 
Name: Terry D. Stephens	Name: Laura Blackmer
Title: Executive Director	Title: Sr. Vice President - Sales
Date: 9/9/15	Date: August 4, 2015

[Additional signatures as required by Participating State]

Participating State: Commonwealth of Kentucky Office of Procurement Services
By: 
Name: Donald R. Speer
Title: Executive Director
Date: 9/9/15

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

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

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

Between

**Sharp Electronics Corporation
(hereinafter "Contractor")**

And

**Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 1500000977**

Page 7 of 7

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	paul.stembler@wsca-naspo.org

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

