

**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

Master Agreement #: **188627**

Contractor: **SHARP ELECTRONICS CORPORATION**

Participating Addendum #: **MA24202**

Participating Entity: **STATE OF IOWA**

The following Products and Services are included in this contract portfolio:

PRIMARY PRODUCTS AND SERVICES:

- Group A - Multi-Function Devices, A3
- Group B - Multi-Function Devices, A4
- Group D - Single Function Printers
- Group F - Scanners
- Group G - Software
- Group H - Consumable Supplies
- Group I - Managed Print Services

ANCILLARY PRODUCTS AND SERVICES:

- Sub-Group G1 - Software Related Services
- Sub-Group D1 - Specialty Printers

Master Agreement Terms and Conditions

1. Scope

This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State of Iowa - Chief Procurement Officer.

2. Participation

This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable system standards and seek approval from the State of Iowa - Office of the Chief Information Officer when required as directed by Iowa Administrative Code before purchasing from this contract.)

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3. Order of Precedence

The Order of Precedence shall be as outlined in Section III of the Master Agreement. For the avoidance of doubt, no other terms and conditions shall apply, including terms and conditions listed in the Contractor’s response to the Solicitation, or terms listed or referenced on the Contractor’s website, in the Contractor’s quotation/sales order or in similar documents subsequently provided by the Contractor’s.

4. Term

This Participating Addendum shall become effective as of August 1 2024 and shall terminate upon the expiration or termination of the Master Agreement, as amended unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

5. Primary Contacts

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

Contractor

Name:	Dan DeVore
Address:	100 Paragon Drive, Montvale, NJ 07645
Telephone:	913-461-3264
Email:	devored@sharpsec.com

Participating Entity

Name:	Paul Manges
Address:	DAS Central Procurement,1305 E Walnut Street, Des Moines, Iowa 50319
Telephone:	515-240-2698
Email:	paul.manges@iowa.gov

6. Participating Entity Modifications or Additions to the Master Agreement

Modifications or additions apply only to actions and relationships within the Participating Entity.

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

A. Definitions

For the purposes of this Participating Addendum, the following words shall be defined as set forth below:

“**Contract**” means the collective documentation memorializing the terms of the Participating Addendum between the State and the Contractor, and includes the Master Agreement and all additional documentation listed in Section III of the Master Agreement.

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“**Contractor**” means the provider of goods under the Contract.

“**Product**” refers to any other products, goods, materials or items that are ordered, developed, produced, delivered, installed, licensed, performed, provided, or otherwise made available, under or through this Contract or Order. The term “Product” includes all related, provided, or supplied Documentation, updates, source code, upgrades, and enhancements.

B. Terms

The Agency is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

C. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Participating Addendum shall not restrict the State of Iowa, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organization and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.

D. Compliance with the Law; Nondiscrimination in Employment

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing under this Participating Addendum, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Contractor will provide, upon written request, a copy of our Affirmative Action (AAP) statement on file with OFCCP. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Participating Addendum. In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Participating Addendum, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section. Notwithstanding anything in this Participating Addendum to the contrary, the Contractor’s failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Participating Addendum and the State of Iowa may cancel, terminate, or suspend, in whole or in part, this Participating Addendum, should Contractor not remedy the default within ten (10) days following written notice from the State of Iowa.

E. Invoicing

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For the duration of the contract, all product pricing on invoices submitted to the State of Iowa and political subdivisions shall:

1. Not fall short of the discounts quoted on the Pricing List.
2. Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Agency has ordered expedited shipment. For expedited shipment, the Agency would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.
3. Be verifiable against the manufacturer's then-current retail price list.

F. Pricing

The Contractor's stated prices on the NASPO ValuePoint Contractor website shall be discounted using the discounts and price lists approved and agreed to by the NASPO ValuePoint Master Price Agreement. Minimum discounts listed in the price list must be held firm for the duration of the Contracts term. The State of Iowa will be given the immediate benefit of any nationwide published commercial price list decrease. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or competitive reasons.

G. Payment Terms

Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

H. Delay of Payment Due to Contractor's Failure

If the State determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contracts until such service or product is performed or delivered. In this event, the State may withhold that portion of the Contractor's compensation which represents payment for goods that were not delivered.

I. Taxes

The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.

J. Administrative Fee

Without affecting the approved Goods or Service prices or discounts specified in the Contract, the State of Iowa shall receive one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by the Contractor directly to the State of Iowa, made payable to the Iowa Department of Administrative Services.

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Send to:

State of Iowa – DAS/Central Services Enterprise
Attention: DAS – Finance
1305 East Walnut Street, 3rd Floor
Des Moines, IA 50319

K. Quarterly Reports

This contract permits other State Agencies and political subdivisions to purchase from the Contract. The Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all State agencies and political subdivisions making purchases from this Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor shall submit quarterly reports via email to the State of Iowa Contract Manager.

Reporting Schedule – based on calendar year:

Quarter 1 (Jan 1 – Mar 31) Due Apr 30

Quarter 2 (Apr 1 – Jun 30) Due July 31

Quarter 3 (July 1 – Sept 30) Due Oct 31

Quarter 4 (Oct 1 – Dec 31) Due Jan 31

L. Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall solely be brought in the District Court for the State of Iowa in the county where venue is appropriate. Alternatively, if venue is proper in federal court, suit shall solely be brought in the United States District Court for the Northern or Southern District of Iowa, wherever jurisdiction is appropriate. Nothing contained in this provision shall be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity or Eleventh Amendment immunity, which may be available to the State.

7. Lease and Rental Agreements

Any requests for equipment leasing or rental shall be negotiated between the authorized state agency, institution of higher education, political subdivision, or other entity authorized to use statewide contracts in the State of Iowa and the vendor or leasing entity. Each authorized agency must establish its own separate agreement if applicable with Contractor for the lease or rental of the equipment.

8. Authorized Dealers

All Contractors and resellers authorized in the State of Iowa, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's subcontractor, dealer and reseller participation will be in accordance with the terms and conditions set forth in the Master Agreement.

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9. Orders

Any order placed by a Purchasing Entity for a Product and/or Service available from 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. There must be no minimum order quantities or total order amount required from the ordering entity by the Contractor.

All purchase orders issued by the purchasing entities with the jurisdiction of this participating addendum should contain the following (1) "PO subject to NASPO ValuePoint Contract #188627 & State Contract #24202"; (2) Purchaser's Address, Contact, & Phone-Number; (3) Purchase order amount; (4) Type of Lease and monthly payment (if applicable); (5) Itemized list of accessories; (6) Service program and rates; and (7) Attached SOW Template if applicable.

10. Product Installation & Invoicing

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

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

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

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 Contractors part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

11. 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, and may be purchased as a stand-alone option. NSP items will not include:

1. Interactive White boards;
2. Computers, monitors, or other related items;
3. Fax machines;
4. Overhead Projectors; and
5. Cameras.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be

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priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

12. Showroom Equipment

Upon request by a Purchasing Entity, showroom equipment for Groups A and B may be converted to a purchase, lease, providing the following conditions are met:

1. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
2. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and
3. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

13. Software

Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise stated in a Participating Addendum or an Order. In addition, any language in a EULA which violates or is inconsistent with any of the following shall be deemed void, and of no force or effect: (i) a Participating State's constitution, or a statute, administrative rule, or regulation of that State; or (ii) the laws of a local entity making a purchase.

14. Maintenance Service Level Agreements

Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

15. Managed Print Services ("MPS") Level Agreement

Purchasing Entities are subject to the Contractor's "Sample MPS Statement of Work" provided in Master Agreement **Attachment 3**, or a similar format approved by both parties. Contractor 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. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

16. Federal Funding Requirements


Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein



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

Participating Entity: State of Iowa – Department of Administrative Services	Contractor: Sharp Electronics Corporation
Signature: 	Signature: 
Name: Karl Wendt	Name: Mike Marusic
Title: Chief Procurement Officer	Title: President & CEO
Date: November 15, 2024	Date: November 12, 2024

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@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.]