

COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

Master Agreement #: **140603**

Contractor: **SHARP ELECTRONICS CORPORATION**

Participating Entity: **STATE OF IOWA**

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 *NASPO ValuePoint Master Agreement for Copiers and Managed Print Services* (“NASPO Master Agreement”) led by the State of Colorado for use by state agencies and other 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.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, 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.
3. Order of Precedence
 - a) A Participating Entity’s Participating Addendum and Exhibits;
 - b) NASPO Master Agreement Terms and Conditions, including all Exhibits;
 - c) An Order issued against the Master Agreement;
 - d) Solicitation, RFP-18-NP-18-001, Copiers and Managed Print Services;
 - e) Contract’s response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
 - f) Contract’s Supplementary Documents, including attachments.



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

Contractor

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

Participating Entity

Name:	Kelli Sizenbach
Address:	1305 E Walnut Ave, 3rd Floor, Des Moines, IA
Telephone:	515.725.2275
Email:	Kelli.sizenbach@iowa.gov

5. 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.

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

Payment Terms: 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. After 60 days the Contractor may assess overdue account charges up to a minimum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Reports: The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser. Meter reads to be reported on a quarterly basis and will show meter counts for all machines.

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Discounts: Contractor's stated prices on the Contractor's approved State of Iowa NASPO ValuePoint Master Agreement web site shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint Master Price Agreement and by Participating State by signing this Participating Addendum. The stated discounts are considered to be the minimum discount offered. The Contractor and/or its Authorized Providers may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

Affirmative Action: 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, orders when performing under the Contract, 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. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

Authorized Dealers: The Participating State or Entity may limit the number of Dealers the Contractor uses, and/or request that the Contractor approve additional Dealers. The Contractor Dealer's participation will be in accordance with the terms and conditions set forth in the Master Agreement.

Administrative Fees: Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this Participating Addendum. Except for the administrative fee on meter reads, the administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services". The meter read administration fee due to the State of Iowa shall be paid quarterly by the Contractor and made payable to the "Iowa Department of Administrative Services."

Send to:
State of Iowa- CAS/Central Procurement Enterprise
Attention: DAS-CPE COO
1305 E. Walnut St.
Des Moines, IA50319

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Schedule:	
Quarter Ending	Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

6. Lease Agreements: Only Straight leases are allowed under this Participating Addendum.

- (i) Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement, unless otherwise agreed to in writing. To initiate a lease, Purchasing Entity may issue a Purchase Order (“PO”) and reference the type of lease (Straight Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties. Each PO shall contain the following statement “This PO is subject to terms and conditions of the NASPO ValuePoint Master Agreement No. 140603 (“NASPO Master Agreement”) and State Participating Addendum #21025 between Sharp Electronics Corporation and the State of Iowa (“Participating Addendum”).
- (ii) The form of the Schedule and related leasing documents are attached as Exhibit A to this Participating Addendum. Each Lease, whether in the form of a Schedule or PO, constitutes a separate and independent agreement of lease incorporating all of the terms of the Master Lease Agreement attached to the NASPO Master Agreement as Attachment A (“MLA”). Each Schedule or PO, as applicable, together with the MLA and this Section 6(ii) constitutes the entire agreement of the parties thereto with respect to the subject matter thereof; provided, however, in the event of any conflict between a Lease and Sections 4.5.5 through 4.5.8 and 4.10.1 through 4.10.6 of the NASPO Master Agreement, the NASPO Master Agreement shall control and in the event of any conflict between a Schedule or PO, as applicable, and the MLA, the Schedule or PO shall control. In the event of a conflict between the NASPO Master Agreement and this Participating Addendum, the terms of this Participating Addendum will control. No modification or amendment to any Lease shall be binding upon the parties thereto unless the same is in writing and signed by such parties. For the avoidance of doubt, standard PO terms and conditions attached to, included in or incorporated into a PO do not constitute part of any Lease

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the State of Iowa Division of Purchasing, 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

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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. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Iowa Division of Purchasing.

All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, Contractor and their Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or Authorized Dealer, and all contractual obligations will still be the responsibility of the Contractor.

Non Appropriations (Applicable only if the Purchasing Entity is the State of Iowa or a political subdivision thereof): Purchasing Entity is obligated only to pay such payments under any Lease as may lawfully been made from funds budgeted and appropriated for that purpose during Purchasing Entity's then current fiscal year. In the event Purchasing Entity has requested and sufficient funds shall not be appropriated or are not otherwise legally available to pay the Lease payments required to be paid in the next fiscal year, the Lease shall be deemed to be terminated at the end of the then current fiscal year. Purchasing Entity agrees to deliver written notice to Contractor of such termination of at least 90 days prior to the end of the current fiscal year but failure to give such notice shall not extend the Lease term beyond the then current fiscal year. If a Lease is terminated in accordance with this Section, the Contractor agrees, at its cost and expense, to pick up the Equipment from the Purchasing Entity.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to 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 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.

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7. Resellers: All contractors and resellers authorized in the State of Iowa as shown on the dedicated Contractor (cooperative contract) website, must be approved by the State of Iowa in order to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement 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 NASPO ValuePoint Contract #140603 & State Contract #20082” (2) Purchaser’s, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (Straight lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

9. 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) 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, 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 Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month’s invoice.

10. 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;

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- 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.

11. 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. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. 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. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.
12. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in Participating Addendum **Exhibit A**.
13. 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 Participating Addendum **Exhibit C (MPS Statement of Work)**, and it must be approved by both parties prior to the initiation of any engagement.
14. Service Maintenance Agreement: Purchasing Entities are subject to the Contractor "Service Maintenance Agreement" provided in Participating Addendum **Exhibit B**. Contractor(s) may not provide 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.



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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	Contractor: Sharp Electronics Corporation
Signature: <i>Kelli Sizenbach</i>	Signature: <i>Mike Marusic</i>
Name: Kelli Sizenbach	Name: Mike Marusic
Title: Purchasing Agent	Title: President and CEO
Date: 7/24/2020	Date: July 22, 2020

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.]