

**Solicitation Number: RFP #030321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sharp Electronics Corporation, 100 Paragon Drive, Montvale, NJ 07645 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Notwithstanding the foregoing, Vendor may assign its rights under this Contract without Sourcewell consent in connection with an organizational merger or acquisition.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or

- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require

similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or

under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

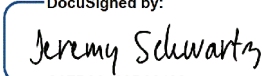
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

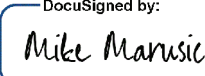
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/19/2021 | 9:41 AM CDT

Sharp Electronics Corporation

DocuSigned by:

By: 57C1C7F6CAF04F4...
Mike Marusic
Title: President and CEO
Date: 4/19/2021 | 9:57 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/19/2021 | 12:05 PM CDT

RFP 030321 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

Vendor Details

Company Name: Sharp Electronics Corporation

Does your company conduct business under any other name? If yes, please state: New Jersey

Address: 100 Paragon Drive
Montvale, NJ 07645

Contact: Erica Calise

Email: calisee@sharpsec.com

Phone: 201-529-8565

HST#:

Submission Details

Created On: Monday January 18, 2021 14:09:43

Submitted On: Wednesday March 03, 2021 11:14:13

Submitted By: Erica Calise

Email: calisee@sharpsec.com

Transaction #: 6c1805cd-801b-4c79-82dd-ff26e3b5bd4d

Submitter's IP Address: 24.186.210.109

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Sharp Electronics Corporation Sharp Canada information provided separately (See Documents - Table 1)	*
2	Proposer Address:	100 Paragon Drive Montvale, NJ 07645	*
3	Proposer website address:	Business.sharpusa.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Marusic President and CEO 100 Paragon Drive Montvale, NJ 07645 MarusicM@sharpsec.com 201-529-8769	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Erica Calise Director of Government Marketing 100 Paragon Drive Montvale, NJ 07645 CaliseE@sharpsec.com 201-529-8565	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sourcewell Account Manager Kelly Haack Senior Government and Major Account Manager 100 Paragon Drive Montvale, NJ 07645 HaackK@sharpsec.com 612-810-2705 Sourcewell Marketing Manager Brenda Siemer Contract Marketing Manager 100 Paragon Drive Montvale, NJ 07645 SiemerB@sharpsec.com 201-529-0354	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SHARP HISTORY, STRUCTURE & CULTURE Since its founding in 1912, Sharp Corporation has innovated and endeavored to pioneer new fields. Sharp's founder, Tokuji Hayakawa, coined the phrase, "Make products that others want to imitate", which the company has lived up to ever since. From the invention of mechanical pencils, the inspiration from which the Sharp name was derived, to long-life laser diodes, the 14" color TFT LCD unit and LCD View cam; Sharp has harnessed originality and creativity in the pursuit of convenience	

and quality for its consumers.

In 1935, Sharp grew to become a major radio manufacturer. Shortly after, the company demonstrated the country's first working prototype of the television in Japan. While constantly innovating and expanding, Sharp began producing washing machines, refrigerators, and a variety of other products including the first microwave oven in 1961. Sharp used this early research to mass produce the world's first all-transistor diode calculator, as well as microwave ovens and solar cells.

Sharp entered the "photocopier" market in 1972 with a wet-type electrostatic copier. In the early 1980s, the company converted to a full-range electronic office equipment manufacturer and distributor by having products in the categories of computers, word processors, copiers and fax machines. Through the following years and decades, Sharp continued to lead the way in office copier and printer innovation, consistently being the go-to office machine for business. In 2000, Sharp's total worldwide copier production reached 10 million. Sharp became the second copier manufacturer in history to achieve this outstanding milestone.

During its more than 100-year history, Sharp Corporation has been repeatedly called the "first" in the sphere of new technologies and inventions. Currently, Sharp's global footprint consists of a wide network of branches, engaged in the production and marketing of its innovative products, as well as several large research centers and laboratories involved in the development of new technologies. Sharp has always been on the cutting edge of technology, lately focusing on one-of-a-kind office equipment, LCD/LED monitors and displays and consumer electronics, while aiming to change the personal and business lives of people around the world.

History in US Market

Due to success in Japan and hopes to grow and develop, Sharp Electronics Corporation (SEC), Sharp Corporation's first overseas sales subsidiary, was incorporated in the State of New York in May 1962. Continuing to provide one of the broadest and innovative lines of business products, electronic components, consumer electronics and services world-wide, SEC has always concentrated on providing consumers with easy to use, customizable and secure products while helping business spend more time doing business.

Sharp Imaging and Information Company of America (SIICA), a division of Sharp Electronics Corporation, markets multifunction copiers and printers, LCD/LED Monitors and Collaboration Displays, AQUOS BOARD® Interactive Display Systems and other innovative solutions including the new Sharp Synappx Technology.

Today, SIICA's products and solutions include collaboration displays, commercial displays, laptops, desktop monitors and a full suite of copier and printer solutions. SIICA markets, sells and services business products and solutions that help companies manage workflow efficiently and increase productivity so they can work smarter. Sharp does this effectively through both an independent dealer network and our own Sharp Business Systems (SBS) branches.

Sharp continues to possess a 'gene of creativity' that began in 1912 to become a leader in the electronic office products market today. Our longevity is assured through our commitment to the philosophy and core values established more than a century ago and our continual product improvements to keep ahead of the current business environment.

Sharp Canada

Sharp Electronics of Canada Ltd. (SECL) presence in Canada was established in 1974 and is now represented by over 700 associates within our Sharp direct sales offices and Sharp authorized dealers. SECL's corporate office is located in Mississauga, ON, which is situated 20 minutes from the core of Toronto, ON. We manage installed Copiers, Printers and MFDs within the broader public sector, educational (i.e. MASH) and government institutions at all levels across all provinces and territories within Canada.

SHARP CULTURE:

Business Philosophy

We do not seek merely to expand our business volume. Rather, we are dedicated to the use of our unique, innovative technology to contribute to the culture, benefits, and welfare of people throughout the world.

It is the intention of our corporation to grow hand-in-hand with our employees, encouraging and aiding them to reach their full potential and improve their standard of living. Our future prosperity is directly linked to the prosperity of our customers, dealers and shareholders ... indeed, the entire Sharp family.

		Vision & Mission Sharp's vision statement enables us to deliver "one-of-a-kind" solutions that drive our customers' success and growth – creating profitable new sales opportunities for us and our partners. We will take our customers and partners beyond individual products and their capabilities. We will inspire new ideas from technology. In 1973, Sharp reviewed the spirit and ideas guiding the company and spelled these ideas out in its Business Philosophy, Creed and Principals. The Business Philosophy describes ideas in line with what is now our corporate social responsibility (CSR), and aims to promote the mutual health and growth of society and stakeholders. It includes contributing "to the culture, benefits, welfare of people throughout the world". In addition to Sharp's creed of Sincerity, Creativity and Courage, there are five key ideas to the basic Business Philosophy; to develop unique technology, to create the best products, to remain committed to customer-oriented sales, to build cooperative relationships for mutual prosperity, and to equate the growth of the company with the happiness of everybody. These are the philosophies that Sharp's founder envisioned when he began what would become Sharp Corporation. Creed Sharp Corporation is dedicated to two principal ideas: "Sincerity and Creativity" By committing ourselves to these ideals, we can derive genuine satisfaction from our work, while making a meaningful contribution to society. Sincerity is a virtue fundamental to humanity ... always be sincere. Creativity promotes progress ... remain constantly aware of the need to innovate and improve. Harmony brings strength ... trust each other and work together. Politeness is a merit ... always be courteous and respectful. Courage is the basis of a rewarding life ... accept every challenge with a positive attitude.	
8	What are your company's expectations in the event of an award?	As a longtime Sourcwell supplier and partner, Sharp anticipates that we will continue to build upon the reputation that we have established with Sourcwell and its participating entities. Sharp strives to provide not only comprehensive workplace solutions to Sourcwell participating entities, but to also work closely with participating entities to develop cost-saving, and broad-reaching results. Sharp is also committed to ensuring that participating entities realize the overall benefit of the Sourcwell contract and the value the contract provides. Sharp is also excited to provide a more robust offering through our Sharp Canada sales and marketing team. We are truly committed to working closely with Sharp Canada to provide Sourcwell participating entities in Canada the same outstanding products and service that we have provided in the U.S. over the last 20 years. It is an exciting time for Sharp as technological advancements and shifting processes require that we embrace change and strive to better serve Sourcwell participating entities. As a solutions provider, Sharp embraces the opportunity to work closely with government, education and non-profit organizations to improve their processes. The value of contract purchasing is vital and our experience and success with Sourcwell positions Sharp as an entrusted partner and solutions provider.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sharp Electronics Corporation (SEC) is a financially stable and secure U.S. company incorporated in New York State. Sharp Imaging and Information Company of America (SIICA) is the business products division within SEC, contributing a large share of sales and profitability to overall reported US sales. The strategic financial alliance between Sharp and Hon Hai Precision Industry (also known as Foxconn), an international Fortune 500 company (#26) further fortifies our financial resolve. The Japan Times described the relationship as, "Having invested ¥388.8 billion (US \$3.8B) in Sharp, the Hon Hai group is now its top shareholder, with an equity stake of 66 percent in terms of voting rights." The corporate alliance fortifies Sharp's financial resilience, and long-term stability. With Hon Hai's financial support and manufacturing expertise, Sharp is well positioned to expand our product offering. In 2019, Hon Hai recorded over US \$172 billion in revenue with Sharp Corporation contributing US \$21.6 billion. Bank Reference Mizuho Corporate Bank Ltd. New York Branch Account #: H10-757-000903 Officer/Contact: Yasuyo Kimura Phone: 212-282-3345 Copies of the past three years of Sharp's Annual Reports are provided for reference purposes. (Table 2 – Company Information and Financial Strength)	*
10	What is your US market share for the solutions that you are proposing?	Sharp is proposing our full line of copiers, printers and multi-function devices, associated software and display products. Sharp's US Market share for these products is outlined below: MFDs / Printers Overall US MFD Market Share 9.1 % Note, International Data Corporation (IDC) which is the premier global provider of market intelligence, advisory services, and events for the information technology, telecommunications, and consumer technology reported that in the 31 – 44 PPM color segment, Sharp holds 17% market share. The majority of MFD placements in the education and government market are in this speed range volume segment. In addition, IDC reported Sharp is the only OEM to gain market share from 2018 to 2020. Sharp Total 2018: 7.3% 2019: 8.1% 2020: 9.1% Display Products • Total Large Format Indoor LCD 6.0% • Large Format Interactive LCD 9.5% • Large Format Non-Interactive LCD 5.8%	*
11	What is your Canadian market share for the solutions that you are proposing?	6.9% (2019 Q1 - Q3)	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Sharp Electronics Corporation has never petitioned for bankruptcy protection. Sharp Electronics of Canada Ltd. has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Sharp Electronics is both a manufacturer and a distributor and service provider of the products proposed. Sharp utilizes two primary means of distribution and customer support. Sharp Business Systems (SBS) is a direct sales organization which includes 19 branch locations with 40+ satellite sales offices. In addition, Sharp's nationwide dealer network consists of more than 350 Sharp authorized dealers throughout the U.S. Sharp dealers are independently owned businesses which provide local sales, service and installation of equipment. Sharp Canada Sharp Electronics of Canada Ltd. will provide Sourcewell participating entities Sharp products and services directly from our corporate offices and staff to participating entities located in the Greater Toronto-Hamilton Area, Niagara Peninsula and the Greater Montreal Region. Sourcewell participating entities outside of the aforementioned geographical areas will be provided with Sharp products and services by Sharp authorized dealers strategically located within provinces and territories across Canada. All Sharp authorized and supported dealers are independently owned and operated.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Below is a list of licenses and certifications held by Sharp Electronics, its sales and service staff, as well as many salespeople and technicians in our SBS and Dealer network: Manufacturer Certifications • ISO 15408/Common Criteria Certifications for comprehensive security features such as data encryption, End-of-Lease feature, administrator audit logs and more. This certification provides a high level of confidence in the security functions of the products evaluated. Sharp was the first MFP manufacturer to achieve certification against the new Common Criteria Protection Profile for Hardcopy Devices v1.0 (HCD-PP v1.0). • McKesson and Cerner Certified – these certifications are recognized in the healthcare industry which set the standard for Electronic Health/Medical Records (EHR/EMR). Customers can seamlessly integrate their networked Sharp printers and MFPs with leading solutions such as Epic, Cerner Millennium and McKesson STAR 2000 with confidence. Sales & Service Personnel Certifications: Licenses and certifications for the sale and service of copiers, printers and multi-function devices are not a requirement within the industry. However, Sharp Electronics has a corporate mandated requirement that all Sharp direct sales and service team members hold CompTIA's CDIA+ certification (details below). In addition, many of Sharp's sales and service personnel hold additional certifications that enable them to provide advanced knowledge and services to our customers. By incorporating a "distributed intelligence" approach to our accounts, Sharp can leverage the vast experience and credentials of our sales and service teams when developing proposals for Sourcewell participating entities. Below is a list of the current certifications held by Sharp sales and service staff: • CompTIA CDIA+ Certified Document Imaging Architect certification ensures critical knowledge for a career in the document imaging and document management industry. [Requirement for all direct salespeople] • CompTIA A+ certification validates foundation-level knowledge and skills necessary for a career in IT support. It is the starting point for a career. • CompTIA PDI+ Printing and Document Imaging certification ensures foundation-level knowledge and skills necessary for a career in service and support of printing and document imaging devices. • CompTIA Security+ certification designates knowledgeable professionals in the field of security, one of the fastest-growing fields in IT. • CompTIA Network+ certification is the sign of a qualified networking professional. • Microsoft Certified Professional (MCP) is a program of professional certifications awarded by Microsoft. Individual certifications are received upon passing one or more exams. The MCP program itself is designed for software developers and IT Professionals. Microsoft also awards a variety of more targeted certifications (e.g., Microsoft Certified IT Professional). • This technical series with the MC (Microsoft Certified) prefix includes Microsoft Certified IT Professional (MCITP), Microsoft Certified Master (MCM), Microsoft Certified Architect (MCA), Microsoft Certified Professional Developer (MCPD), and Microsoft Certified Technology Specialist (MCTS). Many of these certifications are also held by Sharp's nationwide network of dealer and SBS sales and service professionals. Sharp Canada SECL is compliant with all business license registrations and requirements at all levels of government where required (i.e. municipal, provincial/territorial and federal). Authorized SECL dealers are equally compliant and are contractually obligated to SECL to maintain these registrations and requirements. All Sharp field service technicians, whether employed by SECL or authorized dealers, are required to complete training and acquire and maintain Sharp service certification. SECL advance technical support staff located at our corporate offices who provided support to all field service technicians (inclusive of dealer field service) are also required to complete advanced training and acquire and maintain appropriate 'factory' certification. SECL employs a certified Project Management Professional (PMP) to lead and manage successful fleet transitions and implementations for both Sharp Clients and SECL authorized dealer clients.
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15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Sharp Electronics Corporation has not been suspended or debarred during the past ten years. Sharp Electronics of Canada Ltd. has not been suspended or debarred during the past ten years.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	ORGANIZATIONAL AWARDS: 2021 Awards • CRN 2021 Channel Chiefs – John Sheehan, Senior VP of Sales and Bob Madaio, VP of Marketing 2020 Awards • CRN 2020 Channel Chiefs – John Sheehan, Senior VP of Sales • 2020 Fortune World's Most Admired Companies • 2020 The Cannata Report's Frank Awards - Best Manufacturer, Best-in-Class, Best Male Executive - Sharp's B2B division received three 2020 Frank Awards based on independent survey results of Sharp dealers. - o Best Manufacturer, which recognizes the outstanding portfolio of products and services for the dealer community. - o Best-in-Class, which recognizes the wonderful support and value adds that Sharp offers to its dealers. - o Best Male Executive, Mike Marusic, President and CEO, Sharp Imaging and Information Company of America 2019 Awards • CRN 2019 Channel Chiefs - John Sheehan, Senior VP of Sales • 2019 The Cannata Report's Frank Awards - Best Manufacturer, Best-in-Class, Best Male Executive - Sharp's B2B division received three 2019 Frank Awards based on independent survey results of Sharp dealers. - o Best Manufacturer, which recognizes the outstanding portfolio of products and services for the dealer community. - o Best-in-Class, which recognizes the wonderful support and value adds that Sharp offers to its dealers. - o Best Male Executive, Mike Marusic, President and CEO, Sharp Imaging and Information Company of America 2018 Awards • CRN Partner Program Guide Winner - CRN, a brand of The Channel Company, has given Sharp a 5-Star rating in its 2018 Partner Program Guide • CRN 2018 Channel Chiefs - John Sheehan, Senior VP of Sales and Gary Bailer, Director of Marketing • 2018 The Cannata Report's Frank Awards - Best-in-Class Manufacturer, Best A3 MFP Manufacturer, Best Male Executive and Best Female Executive - Sharp's B2B division received four 2018 Frank Awards based on independent survey results of Sharp dealers. Doug Albregts, Chairman/CEO/President and Laura Blackmer, Senior VP of Sales were named Best Male and Female Executives • 2018 Thomson Reuters Top 100 Global Technology Leader - Sharp was recognized as a 2018 Top 100 Global Technology Leader by Thomson Reuters. The inaugural program identifies the tech industry's most operationally sound and financially successful organizations. 2017 Awards • Forbes 2017 Americas Best Large Employers - Sharp was named to the list of America's best large employers • CRN 5-Star rating in its 2017 Partner Program Guide - CRN, a brand of The Channel Company, has given Sharp a 5-Star rating in its 2017 Partner Program Guide • 2017 CRN Channel Chiefs - Mike Marusic, SVP Marketing MFP CATEGORY AWARDS: 2020 Awards • Buyers Lab PaceSetter Award - BLI PaceSetter for Sharp in the Smart Workplace: Collaboration Systems 2020-2021 • Buyers Lab 2020 Outstanding Achievement in Innovation - Sharp Synappx Smart Office Platform • 14 Winter 2020 Pick Awards from Buyers Lab - Received the most Pick awards in the Copier MFP category than any other manufacturer. Includes awards

for every color model, from 26 – 60 pages per minute as well as every tested monochrome model.

- 15 Highly Recommended Awards from Buyers Lab - Received awards for both monochrome and color multifunction printers
- 14 Reliability Certified Awards from Buyers Lab - Received awards for both monochrome and color multifunction printers

2019 Awards

- Buyers Lab 2019 Copier MFP Line of the Year Award - Awarded for the entire multifunction printer product line
- 9 Buyers Lab Pick Awards - Received awards for both monochrome and color multifunction printers
- 6 Reliability Certified Awards from Buyers Lab - Received awards for both monochrome and color multifunction printers
- 6 Highly Recommended Awards from Buyers Lab - Received awards for both monochrome and color multifunction printers

2018 Awards

- 3 Buyers Lab Pick Awards - Received awards in the Mid-Size Workgroup, 35-ppm Copier MFP and 50-ppm Copier MFP categories
- 2018 Buyers Lab Highly Recommended Award - Received for the MX-M316N color multifunction printer
- Buyers Lab PaceSetter Award - BLI PaceSetter in Ease of Use: Enterprise Devices 2018-2019
- Buyers Lab Reliability Award - Most reliable monochrome copier MFP brand

2017 Awards

- Buyers Lab Highly Recommended Award - Received for 8 color multifunction printers
- Buyers Lab Reliability Award - Received for 8 color multifunction printers

2016 Awards

- Buyers Lab Highly Recommended Award - Received for the MX-4070N and MX-5070N color multifunction printers
- Buyers Lab Reliability Award - Received for the MX-5070N color multifunction printer

DISPLAY CATEGORY AWARDS:

2020 Awards

- 2020 CRN Tech Innovator Award Finalist - The Windows collaboration display from Sharp was decreed a finalist in the Display Collaboration/Signage category of the 2020 CRN Tech Innovators Award
- 2020 InfoComm Best of Show Special Edition Award from Sound & Video Contractor – Received for the Sharp Synappx Workspaces IoT solution

2019 Awards

- 2019 Best of InfoComm Award from rAve - For the Windows collaboration display from Sharp
- 2019 Best of Show Award from Sound & Video Contractor – Awarded for the PN-L861H, PN-L751H and PN-L651H 4K UHD AQUOS BOARD® interactive display systems at InfoComm 2019
- 2019 NAB Show Product of the Year – The 8K Camera from Sharp won a Product of the Year Award at the 2019 NAB Show in the cameras, camera support and accessories category

2018 Awards

- Winner of the 2018 Most Innovative Product Award from Sound & Video Contractor - Received for the 8M-B70AU 8K Ultra HD LCD Display
- Award for Best Flat Panel Display from rAve - Received for the 70" Class (diagonal) 8K Ultra-HD professional display at Infocomm 2018
- 2018 InfoComm Best of Show Award from Tech & Learning - Received for the PN-UH601 and PN-UH701 4K Ultra-HD commercial displays
- 2018 InfoComm Best of Show from Sound & Video Contractor - Received for the PN-UH601 and PN-UH701 4K Ultra-HD commercial displays
- 2018 InfoComm Best of Show from AV Technology - Received for the 8K Ultra-HD Monitor
- 2018 InfoComm Best of Show - Digital Signage - Received for the PN-M401 and PN-M501 smart signage displays
- rAve Best of ISE 2018 - Received "Best New Collaboration Board" award for the 4K Ultra-HD PN-L705H AQUOS BOARD interactive display system
- 2018 NAB Red Shark Award - Received for the Sharp 8K technology on display at the 2018 National Association of Broadcasting show and the work it does to promote the benefits of the 8K space
- 2018 NAB Best of Show - Digital Video - Received for the 8K Professional

		Camcorder and 8K UHD LCD Monitor • 2018 NAB Best of Show - Sound & Video Contractor - Received for the 8K UHD LCD Monitor • 2018 NAB Best of Show - TV Technology - Received for the 8K Professional Camcorder and the 8K UHD LCD Monitor • DIGI Awards 2018 - "Best New Generation Display Device, Large Screen" PN-V701 professional LCD monitor 2017 Awards • Good Design Award - Given by the Japan Institute for Design Promotion for the 4K AQUOS BOARD interactive display system • 2017 Awards of Excellence - Tech & Learning - "New Product - Tech & Learning" PN-C805B and PN-C705B AQUOS BOARD interactive display systems • Best of Show - AV Technology award – 2017 - Received for the 40" Class (39.5" diagonal) Sharp PN-L401C AQUOS BOARD® interactive display system at InfoComm 2017 • Best of Show - Tech and Learning award – 2017 - Received for the Sharp PN-C805B AQUOS BOARD® interactive display system • Commercial Integrator BEST Award, Interactive Whiteboard category – 2017 - Received for the 80" Class (80" diagonal) Sharp PN-C805B AQUOS BOARD® interactive display system at InfoComm 2017 • rAve Best New Collaboration Board – 2017 - Received for the 4K AQUOS BOARD® interactive display system at InfoComm 2017 • rAve Best Concept Product – 2017 – Received for the 4K AQUOS BOARD® interactive display system at InfoComm 2017 • rAve Best New Huddle Room Display – 2017 - Received for the 40" Class (39.5" diagonal) PN-L401C AQUOS BOARD interactive display system at Integrated Systems Europe ISE 2017 • rAve Best New Overall Digital Signage Product – 2017 - for the 90" Class (90 1/64" diameter) PN-LE901 commercial LCD TV at Integrated Systems Europe ISE 2017 • 2017 DSA Digital Signage Award (a.k.a. DOOH DAS) for Overall Achievement: Manufacturer - Sharp's digital display manufacturing division • Best New Digital Signage LCD – 2017 - for the four model PN-Y Series professional LCD displays at DSE 2017 2016 Awards • Best LCD Display - rAve – 2016 - Received for the 70" Class (69.5" diagonal) PN-H701 professional 4K Ultra-HD display - Integrate 2016 • Best Updated Product - Tech & Learning – 2016 - Received for the Sharp Wireless AQUOS BOARD Interactive Display System at 34th Annual Tech & Learning Awards of Excellence • Best of Show - Tech & Learning – 2016 - Received for the Sharp AQUOS BOARD® Wireless Interactive Display Systems at InfoComm 2016 • Best of Show - AV Technology – 2016 - Received for the Sharp Next Generation PN-R Series Professional- Grade LCD Displays (AV Technology) at InfoComm 2016 • Best of Show - Sound & Video Contractor – 2016 - Sharp 85" Class 8K 120Hz LCD Display with IGZO Technology (Sound & Video Contractor) at InfoComm • Sector Growth Champion – 2016 - Awarded in the Pro AV category at Global Technology Distribution Channel's (GTDC) 11th U.S. Rising Star Awards	
17	What percentage of your sales are to the governmental sector in the past three years	Sharp Electronics Corporation's business product sales to the governmental sector in the past three years accounted for 10% of overall business. Sharp Canada - 3.79%	*
18	What percentage of your sales are to the education sector in the past three years	Sharp Electronics Corporation's business product sales to the education sector in the past three years accounted for 21% of overall business. Sharp Canada - 1.98%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sharp Electronics Corporation holds multiple state and cooperative purchasing contracts. Total sales volume for these contracts over the past three years is approximately \$139,140,000. Our largest cooperative contract is Sourcewell which accounts for more than 50% of this total. Sharp holds several other cooperative contracts, including NASPO ValuePoint with Participating Agreements with over 22 States, as well as Texas BuyBoard, PEPPM and several other smaller regional cooperative contracts. Current State contracts include Arizona, Florida, Georgia, Maryland, Mississippi, New York, North Carolina, Ohio, Pennsylvania, Virginia and Texas. Sharp considers sales reporting data for these contracts proprietary.	*

20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sharp's GSA contract GS-25F-0037M will expire 9/30/21. This contract is in the process of being phased out and currently accounts for service and supply sales associated with legacy equipment. Total US sales over the past three years: \$2,956,694 Sharp Canada Canadian Federal Government: 2018 - \$2.78m 2019 - \$2.71m 2020 - \$ 1.31m	*
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Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Appalachian State University	Mike Waters (MFPs)	828-262-7812	*
The School District of Palm Beach County FL	Karen L. Adducci	561-434-8214	*
City of Durham	Dewayne Kendall	919-560-4122	*
Lee County Schools	Dr. Waller	919-774-6226	
Northeast ISD (San Antonio, TX)	Phil San Miguel	210-356-8848	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various Government Entities	Government	California - CA	Installation and Service of MFPs, Printers and Document Solutions	\$2,000 - \$2,000,000	\$21,606,643	*
Various Government Entities	Education	Texas - TX	Installation and Service of MFPs, Printers and Document Solutions	\$2,000 - \$1,000,000	\$13,212,242	*
Various Education Entities	Education	Utah - UT	Installation and Service of MFPs, Printers and Document Solutions	\$2,000 - \$500,000	\$10,868,754	*
Various Government Entities	Government	Alabama - AL	Installation and Service of MFPs, Printers and Document Solutions	\$2,000 - \$500,000	\$9,939,059	*
Various Education Entities	Education	Pennsylvania - PA	Installation and Service of MFPs, Printers and Document Solutions	\$2,000 - \$500,000	\$9,733,968	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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23	Sales force.	Sharp's sales force is comprised of several different teams. Each of these sales teams will support an awarded Sourcewell contract. Below is the structure and role of each Sharp Sales Team that makes up the sales force responsible for the implementation of the Sourcewell contract. Organization charts and US territory maps are provided as an attachment. (Table 6 - Ability to Sell and Deliver Service) Government Sales The Government Sales Team is responsible for State and Local Government, Educational and Non-Profit account sales and account management. This team is responsible for implementing the overall sales strategy of the contract and conveys all messaging regarding terms, product, processes, and requirements of the contract. Sharp Government and Major Account Managers (GMAMs) also work closely with end user customers within their assigned territory. The GMAM is the subject matter expert for an awarded Sourcewell contract, providing training and guidance to our authorized dealers and Sharp Business Systems (SBS) sales teams. Our Government Sales Team consists of two Government Sales Directors and nine GMAMs. Sharp's GMAMs are responsible for supporting the Sourcewell contract and will work closely with our Operations Department, Finance Team, Dealers and SBS locations. In addition, one GMAM will be specifically assigned and designated as the Sourcewell Account Manager. Kelly Haack, Sr. GMAM, will be responsible for account reviews and working closely with the other GMAMs to ensure contract success. Channel Sales The Channel Sales Team manages the relationship with Sharp's nationwide network of 350+ authorized dealers. This team will provide in-depth knowledge of our product line to our dealers and ensures that the latest product offering is communicated. This team is comprised of three Zones: Eastern, Central and Western, with each led by a Zone Director. The Channel Sales Team is comprised of 22 Territory Business Managers (TBMs) assigned to specific geographic territories. As well, the dealer channel is supported by four regional Print Production Managers (PPMs). These sales specialists specifically provide expertise in the light production and color category. Technology Sales Sharp's Technology Sales Team demonstrates a deep understanding of the advanced technical functions of Sharp's products and are truly the "subject matter experts" when it comes to developing workflow solutions and addressing security concerns. This team consists of eight regional Technology Integration Managers (TIMs) assigned to specific geographic territories. TIMs work closely with the Government and Channel Sales Teams to ensure that the proposed solution meets the needs of the end user. They are experts in providing advanced solutions and a creative approach to delivering solutions aimed at optimizing productivity and executing workflow tasks of today's busy office environments. Sharp Business Systems (SBS) Sales Sharp has 19 direct branches with 40+ sales offices across the county. This direct sales team will support all aspects of the Sourcewell participating entity experience. Each branch has several Major Account Executives who are specifically assigned the education, government, and non-profit market. SBS expertise in developing end user workflow solutions has resulted in several of the customer references provided in Sharp's response. This sales team is truly dedicated to providing Sharp customers outstanding project development and service. Sharp Canada Sharp Electronics of Canada Ltd. (SECL) will provide Sourcewell participating entities Sharp products and services directly from our corporate offices and staff to participating entities located in the Greater Toronto-Hamilton Area, Niagara Peninsula, and the Greater Montreal Region. These regions serviced directly by SECL represent approximately 31% of Canada's total population (based on 2016 census data).
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24	Dealer network or other distribution methods.	Sharp utilizes two primary organizations for product sales, consulting and customer support. Sharp's nationwide dealer network consists of more than 350 Sharp authorized dealers throughout the U.S. In addition, Sharp Business Systems (SBS) is a direct sales organization which includes 19 branch locations with over 40 satellite sales offices. Cumulatively, Sharp's nationwide dealer network consists of more than 3,400 Sales Managers, Sales Representatives and Sales Specialists. This network provides delivery, installation, service and maintenance to Sourcewell participating entities. Additionally, Sharp's SBS branch offices offer the strength of our corporate policies merged with the versatility of a local business, positioned to understand the regional needs and dynamics required for providing optimal service to Sourcewell participating entities. Technicians and salespeople in these SBS branches are Sharp employees. Under the direction of Sharp Electronics Corporation, they provide sales, delivery, installation, and service to support the Sourcewell Contract. The SBS sales team has nearly 300 Sales Managers, Sales Representatives and Sales Specialists. All dealer and SBS sales personnel work closely with our Government and Major Account Managers (GMAM) to provide the best customized product and service plans for Sourcewell participating entities. Both organizations can also provide additional services and value added features to Sourcewell participating entities such as networking solutions, Managed Print Services (MPS), data collection, and enterprise server or Cloud service. Sharp takes several steps to ensure reliable delivery, quality service and consistent support for all Sourcewell participating entities. Sharp's authorized dealers are contractually bound by the Sharp National Account Program (SNAP) Representative Agreement under which they act on behalf of Sharp, following Sharp's guidelines for providing products and services to our National Account customers, such as Sourcewell. Dealer technicians are required to undergo the same thorough product training that SEC employees receive. Sharp dealers and SBS locations are equally committed to provide a high level of service to include meeting Sharp's four-hour response time for service requests, and our commitment to keep devices functioning above 95% of their capability. The SNAP Representative Agreement requires each dealer to abide by the following: • Be fully trained and certified on all products they are servicing • Carry adequate parts and supplies in order to support national accounts • Provide Sharp's provision of warranty and service • Meet Sharp's stringent service response times • Provide loaners for emergency situations • Pull equipment from dealer inventory when needed • Provide Sharp with signed installation reports within one week of the date of installation An additional distribution channel is provided by Sharp's 220 Certified Channel Resellers (CCRs). CCRs also employ sales and service personnel for the installation, maintenance and services associated with selling, installing and servicing Sharp products being proposed in this RFP. A map detailing Sharp's extensive nationwide sales and service locations is provided as an attachment. (Table 6 - Ability to Sell and Deliver Service) Sharp Canada Sourcewell participating entities outside of the Greater Toronto-Hamilton Area, Niagara Peninsula, and the Greater Montreal Region will be provided with Sharp products and services, by SECL authorized dealers strategically located within provinces and territories across Canada. All SECL authorized and supported dealers are independently owned and operated. A map detailing Sharp Canada's sales and service locations is provided as an attachment. (Table 6 - Ability to Sell and Deliver Service)
25	Service force.	Sharp has a dedicated Field Service Team with territorial responsibilities covering all 50 states, Puerto Rico and the Virgin Islands. Sharp's Service staff is organized into two zones – East and West, each managed by a Director of Field Services. The Field Service Team consists of 12 Document System Support Specialists who work directly with Sharp's Servicing Dealers on customer training and other service-related issues. Sharp's Dealer Service Specialists (DSS) monitor, investigate and provide in-depth reporting on the field performance of all assigned products. They demonstrate expertise on hardware, firmware, software, and network technical issue resolution; use advanced troubleshooting tools and techniques to resolve escalated customer issues;

and perform root cause analysis using established troubleshooting methodologies. Ultimately, the service force must ensure our dealer partners are fully supported in all technical and procedural areas and Sharp customers are satisfied with Sharp's service and support for solutions which best meet the needs of Government and Education Customers, including Sourcewell participating entities.

In addition to a dedicated service staff, Sharp's commitment to providing outstanding service is further demonstrated by the following programs and initiatives:

Dedicated Service Site – Service Success Center

To ensure that Sharp's dealer and SBS service force maintains a high level of service and expertise, Sharp provides our service personnel with an online site designed to provide 24/7 access to service bulletins, manuals, ongoing training, technical support, and software / firmware downloads needed to exceed Sharp's service reputation.

Service Hotline

Sharp provides a dedicated hotline for Sharp technicians to get one-on-one troubleshooting assistance when needed. The hotline is managed by a team of highly trained technical professionals who have the ability to access equipment and provide guided hands-on assistance to determine the most efficient solution.

Platinum Level Service Program

Our dealers work hard to achieve high levels of service for our customers, and we are happy to recognize the elite service organizations in our industry. Sharp's Platinum Level Service Provider (PLSP) program recognizes service organizations for exceeding performance benchmarks and implementing excellent industry best practices. The program recognizes organizations that show excellence in the following critical areas of service delivery:

- Commitment to Training
 - o All Sharp technicians must have at least completed Core Competencies, Core Monochrome and Core Color training
 - o Two or more certified technicians registered for all current models
 - o All light production equipment and specialty finishing products must be supported by certified technicians on that product
 - o At least one NET+ certified (or similar network certified) technician for connectivity issues
 - o Dealer has written internal escalation procedure for technicians
 - o Use of Sharp's Machine Intelligence Call Assistance System (MICAS)

Service Call Escalation Process:

Although, service is generally customized and managed locally by the authorized Sharp dealer or SBS locations, a typical service timeline/escalation process for dealer service calls is shown below:

Elapsed Time Action

0 hour Customer initiates service call

< 1 hour Technician contacts customer to provide an ETA

2 – 4 hours Technician on-site within response target

On-Site Escalation Process Begins

1.5 – 2.5 hours If Technician is on-site 1.5 – 2.5 hours, has completed a total call and the problem is not resolved:

1. Technician will contact team members
2. Technician will utilize support resources:
 - Sharp Helpdesk
 - MySharp Online Support

3. Service Technician will follow-up to determine what further actions will need to be performed

If unable to resolve within 3 hours:

Technician will notify Field Service Manager or Branch Manager and request Service Specialist on-site support

If parts are needed, the following process must be followed:

1. Contact Manager to locate parts and arrange for pick-up (Check all available resources in the region)

2. Check availability of non-inventory resource machine nearby

3. Check availability and have part shipped overnight to the nearest branch

4 – 6 hours Service Technician on-site support

Service Technician will utilize all available resources to resolve problem (i.e. other Specialists, Manufacturers, etc.)

8 hours If after 8 hours and the problem is not resolved:

1. Service Technician requests Manufacturer on-site support
2. Field Service Manager and or Customer request will determine if service loaner is necessary
3. Field Service Manager informs Account Manager of machine status

8 hours Service Loaner Process begins

8 – 12 hours Field Service Manager will request a loaner to be delivered to the customer site

		1 – 2 days Service loaner delivered to customer and customer machine is delivered to nearest service location to troubleshoot 2 – 10 days Manufacturer on-site to troubleshoot (Escalate to Director of Service if manufacturer time frame is unacceptable) 5 – 10 days Machine repaired and delivered back to the customer A map detailing Sharp's service force is provided in the Documents section (Table 6 – Ability to sell and deliver) Sharp Canada Sharp Electronics of Canada Ltd. (SECL) assures Sourcewell that via Sharp direct and our network of authorized dealers, SECL will provide skilled service technicians and service parts depots to manage all existing and future participating entities requirements throughout all of Canada's provinces and territories. Further, all Sharp Certified Service Technicians shall be appropriately trained and have attained field service experience on the proposed Copier, Printer and MFD resources offered to Sourcewell participating entities.	
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Account Management Sharp has an established account management process for Sourcewell. A multi-tiered approach to account management enables Sharp to provide excellent service and response time locally and nationally. Dedicated staff are assigned to Sourcewell from Sharp's Order Administration, Finance, Marketing and Sales Teams. Direct support of an awarded contract will be assigned to Sharp's Senior Government and Major Account Manager, Kelly Haack. Kelly has over 20 years of experience in the industry and has been with Sharp for over nine years. He will work closely with our Finance Administration Team, Dealers, SBS and our Management Staff to ensure that Sharp meets the requirements outlined in our proposal. Kelly will also work closely with Sharp's Government and Major Account Managers (GMAM) throughout the US. Each GMAM is responsible for working with the branches and authorized dealers within their territory. Customer Service Team All Sourcewell customer service needs are managed by Sharp's Sourcewell Customer Service Department in Montvale, NJ. The Sourcewell Customer Service hours of operation are Monday through Friday, 9 a.m. to 8 p.m. (EST). Two dedicated Sourcewell Customer Service Managers will be assigned to manage the day-to-day operations of the contract, including order entry, tracking and overall customer support. To facilitate order processing, a dedicated Sourcewell Account email address will be used to submit orders for processing. Sourcewell orders are given priority status and are processed within one business day. Management Team Deepak Yadav, AVP: Business Plan Operations & Supply Chain (201) 529-3342 Fran McNicholas, Manager: Finance Administration (201) 529-8601 Jessica Gerhold, Manager: Business Operations (201) 529-9557 The Sourcewell Customer Service Team is comprised of highly experienced individuals who are extremely familiar with the Sourcewell contract. They are fully dedicated to providing exceptional service and resolving any concerns or issues regarding the contract. Responsibilities of the Sourcewell Customer Service Manager include, and are not be limited to: Order Processing • End to end accountability for all aspects of the Sourcewell order flow, from order entry to product shipping • Sourcewell order maintenance and prompt resolution of exceptions Inventory Control and Management • Tracking inventory flow for Sourcewell participating entity orders to ensure they are fulfilled quickly and completely • Manage adjustments to Sourcewell orders, including re-ships, to expedite the installation process • All Sourcewell orders are tracked on asset level detail Order Installation • Large Sourcewell orders or orders with multiple locations/dealers are assigned a team who is accountable for a smooth order to install process • All aspects of each Sourcewell order are monitored from order entry to install (or funding) status, to ensure accurate and timely resolution • Coordination with inventory and logistics to meet Sourcewell participating entity's shipping and/or installing instructions	

		• Coordination and communications with Sharp authorized dealer(s) or SBS location on status changes and follow-up on install process for the Sourcewell participating entity Order Resolution • Resolve changes to original Sourcewell order, including customer modifications, re-ships, damages, upgrades and downgrades Problem Escalation • Work closely with Sharp's Sourcewell Account Manager should issues arise regarding Three Year Performance requests Sharp Canada Sourcewell participating entities will be supported with a multilevel support and account management structure. A Client Operations Manager (COM) is assigned to individual participating entities as single point of contact for fleet activity, service delivery, reporting and issue resolution. Account Managers (AM) are assigned at the participating entity level as required, often based in local markets and will attend quarterly business reviews. Jointly the COM and AM will review the participating entity's Copier, Printer and MFD fleet performance and present continuous improvement opportunities such as over/under utilized models identified for potential optimization or relocation. Solutions Consultants for MPS and software integration will join the COM-AM support team as needed, be available on-site, and provide remote support. Initial participating entity account setup and special billing requirements are handled by our Director of Administration and all subsequent activity will be managed by the Administrative Team. All SECL corporate office staff and Sharp's HelpDesk are available to all Sourcewell participating entities via a toll-free number. All SECL corporate and dealer support is offered in English and French as required in designated appropriate regions of Canada. Accountability for technical service rests with the SECL Director of Operations and Service, supported by Regional Service Managers and Service Managers at Dealer partners. A four-hour onsite response time in all geographic areas is a Sharp standard for SECL direct and authorized dealers. Some remote client locations may require extended onsite response time standards.	
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sharp is fully committed to providing Sourcewell participating members products and services based on the scope of the organization's need. Sharp provides widespread geographic coverage through the combination of Sharp Business Systems (SBS) direct branches, local independent authorized dealers and Certified Channel Resellers. The sales and service staff of these organizations are extremely familiar with the Sourcewell contract and have a proven track record of success in providing solutions.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Sharp Electronics of Canada Ltd. (SECL) maintains a dedicated team which is responsible for identifying and responding to opportunities within the broader public and MASH sectors in all regional, provincial/territories and federal levels throughout Canada. SECL will support Sourcewell by promoting Sourcewell's proven procurement program when/where responding to appropriate publicly posted RFPs. SECL will also promote Sourcewell to current Sharp direct and authorized dealer Clients who may not be aware of Sourcewell's procurement benefits to the broader public and MASH sectors.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Sharp Electronics will fully service all geographic areas throughout the United States. However, in certain instances where devices are outside of a 25-mile radius from an authorized dealer or branch servicing location, these remote locations may be charged additional fees. However, any additional charges will be provided in advance to the Sourcewell participating entity. Sharp Canada Sharp Electronics of Canada Ltd. (SECL) and our network of authorized dealers have not identified any Canadian geographic areas in which we are unable to fully service.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Sourcewell participating entity sectors will be fully serviced through the proposed contract. At this time, no other cooperative contract would limit Sharp's ability to actively promote the Sourcewell contract in any geographic area or to any Sourcewell participating entity sector. Sharp Canada Sharp Electronics of Canada Ltd. (SECL) and our network of authorized dealers have not identified any Sourcewell participating entities in Canada which we are unable to fully service.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that apply to Sourcewell's participating entities. Sharp has the ability to deliver and service products in Hawaii, Alaska and in US Territories. Where applicable, the Sourcewell participating entity would be responsible for additional tax filings, export or import fees, etc. as applied to the shipment. In addition, Sharp's transit and delivery time may be impacted due to the customer location.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sharp's marketing strategy for the promotion of the Sourcewell contract is multi-layered. A great deal of our strategy is based upon the fundamental approach that we have taken since our first Sourcewell award. This contract is our primary contract vehicle for all local government, education, and non-profit opportunities. Given this level of importance, the following programs are currently in place, and we will continue to explore additional means of promoting the contract. Sales Marketing / Contract Education: The following are Sourcewell contract specific materials developed for Sharp Dealer and SBS sales representatives. The intent of these materials is to both educate and reinforce sales reps on the value of the contract and how to best communicate the award. Training Webinars Sharp provides both scheduled and ad-hoc training webinars for our dealer and SBS sales reps. These webinars include Sourcewell messaging (as provided via the Sourcewell vendor portal), as well as information on the many Sourcewell-specific marketing materials that Sharp makes available to our salespeople. Sharp Success Center To ensure that Sharp's dealer sales force, Sharp Business Systems sales reps and Certified Channel Resellers maintain a high level of product knowledge and expertise, Sharp provides an online site designed to provide continued 24/7 access to resources, innovative tools, ongoing training and technical support needed to exceed Sharp's customer service reputation. This online platform includes a dedicated Sourcewell landing page which contains a multitude of marketing resources that can be downloaded and used by our sales teams. Resources include: pricing, press releases, a training presentation, a Sourcewell contract "benefits of selling" flyer, Sourcewell customer success stories and more. This site enables Sharp to keep our sales team fully engaged and aware of any new product additions, major Sourcewell successes and program enhancements. Dealer Road Shows Sharp Dealer Road Shows are scheduled approximately every 18 months. The six to eight shows are scheduled over a three-week period and are held in major cities throughout the U.S. All Sharp authorized dealer and SBS location sales reps are encouraged to attend. The agenda for the road show includes a dedicated Sourcewell seminar which outlines the benefits of the contract and highlights regional success stories. National Dealer Meeting Sharp's National Dealer Meeting is also scheduled approximately every 18 months. This two day plus event includes a 40,000 sq. ft. product showcase which consists of a Sharp Partner Pavilion with a Sourcewell Premier Booth staffed by both Sourcewell and Sharp representatives, as well as vertical market demonstrations highlighting educational opportunities using the Sourcewell contract. In addition, all attendees are encouraged to attend a dedicated Education/Sourcewell breakout session. GMAM Dealer Training All Sharp Government and Major Account Managers (GMAMs) are required to meet with the Sharp dealers and SBS locations in their assigned territories. When meeting with Sharp Dealers and SBS sales reps, a large component of the GMAM "talk track" is the Sourcewell contract including the benefits and the opportunities it provides. In addition, the above referenced marketing materials and events are always identified throughout these	*

		training sessions. Customer Marketing: Customized Website Sharp currently maintains a customized Sourcewell website for customer usage. This site includes contract-specific information regarding product information, customer testimonials, a customer benefits flyer, as well as a MySharp™ site. The MySharp site includes customer “how to” tutorials ranging from how to duplex to more advanced features on our copiers and printers. In addition, the website provides information on Sharp’s free toner recycling program and our commitment to the environment. This site is continually updated and enables Sharp to provide Sourcewell participating entities the most up to date information regarding the award. Trade Shows Sharp participates in all major local government and educational trade shows and demonstrates a strong Sourcewell commitment through our marketing banners and collateral materials. In addition, Sharp will continue to provide co-branded giveaways for all show attendees. Marketing material samples provided in Documents section (Table 7 – Marketing Plan) Sharp Canada Sharp Electronics of Canada Ltd. will leverage many of the marketing materials that Sharp’s HQ marketing team has developed. The access to existing materials and ability to easily modify messaging for the Canadian market enables the Canadian sales and marketing teams to literally hit the ground running.	
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Sharp has many technology and digital approaches to enhancing our marketing for our overall solutions and Sourcewell client engagement. These include, but are not limited to: • Social media promotion and/or targeted promotional advertising on platforms such as LinkedIn, Facebook, Twitter and Instagram • Digital marketing promotions including paid-search, display ad retargeting and sponsored content on online communities • Significant digital-video production of our core messages, for use on our web properties, YouTube and across social media • Email nurture campaigns to both end-users and our channel audiences via event-captured, sales-captured and website-gathered leads, driven by our digital marketing automation platform (Pardot) that is tied to our CRM system (Salesforce) • Online events and webinars accelerate sales cycles, build contact lists to deliver messaging about solutions, contracts and GPO buying options • Web-presence over multiple properties including our corporate site (business.sharppusa.com), our direct-branch-sales site (www.sharp-sbs.com) and partner extranet sites (Sharp Success Center) for our channel to gain valuable selling information • Multiple remote-selling tools have been deployed to enable client meeting scheduling (Calendly), remote demos and video sharing (Consensus) and advanced LinkedIn access (Sales Navigator) for prospecting and client engagement enhanced marketing effectiveness	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	By and large we view the promotion of an awarded contract as Sharp's responsibility. Certainly, Sourcewell's reinforcement of its message in the provided vendor "Get to Know Us" training events and webinars provides reinforcement and education for our Dealers and SBS salespeople. The annual H20 conference provides management the ability to meet with fellow vendors and to share and exchange best practices and to discover optimum methods of contract promotion. Joint co-marketing activity with Sharp has proven successful in the past. We absolutely intend to build upon the relationship that we have established with Sourcewell as an active participant in all Sourcewell marketing activities where appropriate. The inclusion of Sourcewell in Sharp's dealer and SBS training webinars has been well received and provides additional messaging. As well, Sharp's historical inclusion of Sourcewell in our National Dealer Meetings and Road Shows has been invaluable. Finally, the recently launched Sourcewell vendor portal provides serves as an outstanding educational resource for our salespeople. A Sourcewell awarded contract will continue to be fully integrated into Sharp's internal sales process. The Sourcewell contract is a key component of the sales quota for all Sharp sales employees, as this quota requirement is incorporated at all sales levels – management, dealer sales and government sales. Sharp will continue to provide incentives for using the Sourcewell contract to salespeople through our Ultimate Rewards Program. This program is a versatile, online sales program designed to reward Sharp dealer, CCR and SBS sales reps for selling Sharp products through the contract. All Sharp dealer sales reps and sales managers are encouraged to improve their level of sales and technical competency by completing the Sharp Academy online training program, which is an in-depth and up-to-date education on Sharp products, software and solutions. The Ultimate Rewards point values earned are directly related to the Sharp Academy level of training completed. This business model encourages our sales reps to continuously train and maintain a high level of industry and product knowledge.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The complex nature of our products and our solutions-based approach does not lend itself to a commoditized e-procurement ordering process. We are currently exploring an e-procurement platform for the ordering of "drop ship" type products such as desktop printers and monitors. Once available, Sharp would make this e-procurement system available to Sourcewell participating entities.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	To ensure the highest level of satisfaction in training and support of all product installations, Sharp's dealers and SBS branches provide on-site introductory training with each new copier, printer or multi-function device (MFD) installation. Product Training is customizable. The installing service provider will develop a program using one or more of the options below. • Small group classroom training - Group of 10-20 with Lead Trainer - o In this setting, we utilize a feature of the Sharp MFD called Remote Front Panel. This feature allows us to broadcast the MFD's user interface to a Screen or Monitor so that many can easily see the screen from a comfortable position. • Department Training - o Trainers will schedule a time with each department or group and do hands-on product training in the user's area. • Power User Training- Train the Trainer - o In this training, a select group of power users will go through an extended training session and after completion should be able to help others as needed. • Follow Up Training – Can be made available. An additional cost may be incurred - o When you have new staff or want more advanced training with your technology we will be there to support you. Our goal is to ensure our customers are utilizing their equipment to its fullest potential. The on-site introductory training is included at no additional charge with all equipment acquired on an awarded Sourcewell Contract. The training is generally 2 - 4 hours, depending on the model and number of key operator participants. Before a machine is delivered and installed, the customer will be contacted by the installing dealer or SBS location to schedule training. Training will be scheduled within 48 hours of delivery and is usually scheduled to take place during the installation process. However, training could be scheduled at a date and time convenient to the participating entity after the time of delivery and installation. Sharp also provides an online tool for end user guidance and assistance. MySharp™ is an additional resource which is available 24/7. This web-based site is Sharp's free internet resource designed to help Sourcewell participating entities with any questions regarding the functions of the copier, printer or MFD. This website will provide participating entities with access to video demonstrations, tutorials, tips and tricks for using the Sharp equipment to its full potential. Additionally, the site is customized to include information and tutorials on all awarded MFDs and printers. A link and screen shots are provided in the Documents section of our response (Table 8 – Value Add) Sharp Canada Sharp Electronics Canada, Ltd. (SECL) training ensures key operators and end users are well trained. Programs are customized to end user needs and user questions to drive efficient use and proven cost savings via best practices. At time of installation SECL will provide training: • Technical assistance on the server software and configuration of sample workstations • MFD Software Management Utilities for IT staff (initial training up to 2 hours) • MFD Driver Interface and use for up to 5-10 primary users per session • Sharp trainers use a combination of on-site, hands-on and web-based training materials: - o On site at copier, printer or MFD installation and in classroom groups with a sample model for training - o Electronically via web-based modules, on-line help 24/7, FAQs, and webinars/conference call training to include other sites in central training Key Operators and End Users are trained on all functions in use: copy, print, scan, fax and paper selection/advice. Options like confidential print, address books, accessing job status and document filing are covered. With Key Operators, other tasks are key: changing consumables, troubleshooting, ordering (via Sharp web-based Service portal) and service call guidelines. Additional training may include inserting tabs into documents, creating booklets with different paper types, and creating job builds. As per Sourcewell participating entity requirements, diagnostic and usage data can be routed internally to key operators, fleet administration and/or our fleet support team. YourSharp™ is a browser-based reference source of instructional PDFs for step-by-step training in everyday language for routine tasks and on less-used functions like booklets and sheet insertion. IT Support training will be tailored to the agreed upon level of IT involvement. End User HelpDesk teams can be included separately at no extra charge. Post initial training, SECL will follow up after 30, 60, and 90 days to ensure the machines meet or exceed expectations, and that all training needs are being addressed.
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37	Describe any technological advances that your proposed products or services offer.	Sharp has a strong history of developing leading edge technologically advanced products. Sharp was the first manufacturer to introduce document security in 2000 and the first to receive the Federal Government's Common Criteria certification for our MFD security solution in 2001. Our commitment to providing our customers superior products and services sets Sharp apart from our competitors and allows us to provide Sourcewell participating entities a best-in-class experience. Technology for New "Normal" Office Environments The COVID-19 pandemic has caused us to reevaluate how we work. Sharp has developed technologies that allow organizations to be flexible and promote safe working environments, either while in the office or while collaborating from a home office. Touchless Job Release Sharp remains committed to keeping your work environment safe and sanitary by supporting features to help employees safely and hygienically operate shared devices. With that in mind, Sharp has enhanced the Print Hold feature on select A3 and A4 workgroup models, enabling users to release their jobs automatically by simply swiping their ID card when authentication is used. With this workflow, users do not need to physically touch the MFD, allowing for a true contactless experience. Cloud/Email Connect Through the Cloud/Email Connect feature on the latest generation of Sharp multi-function products, organizations can seamlessly integrate their paper-based document workflows with popular cloud services. For an optimal user experience, single sign-on is supported. Users can login once and conveniently scan documents or access cloud-stored documents directly from the Sharp MFD while IT administrators maintain full security control. Cloud Connect For: • OneDrive® for Business • SharePoint Online® • Google Drive™ • Box Connector (Available through the Sharp Application Portal) • Dropbox Connector (Available through the Sharp Application Portal) Email Connect For: • Exchange Server • Exchange Online/Office 365 • Gmail™ Webmail Synappx™ Builds a Smarter Hybrid Workplace As businesses aim to rebound in 2021, the workplace will continue to be a place where people come to connect with colleagues and collaborate. Sharp's Synappx applications help organizations create a safer and smarter workplace experience by providing contactless device access and simplifying collaboration in shared spaces. With a mobile device, Synappx Go enables the quick, safe access and sharing of content through the Sharp MFD or interactive display, all without ever touching the shared device. Synappx Meeting creates more productive meetings by helping users connect technology in meeting rooms, from their desks or at home. Synappx applications ease communication between office technology such as, hardware, software, data stores and data communication platforms; already in use in the office. With Sharp Synappx, these technologies communicate with each other, seamlessly. Remove frustrating technology hassles from meetings. Share or print information right where it's needed. Get smarter about meeting spaces, all to drive better collaboration. Windows Collaboration Display Sharp's Windows Collaboration Display (WCD) includes a built-in microphone, 4K camera and IoT sensor hub that works seamlessly with Microsoft 365 collaboration tools. This product is backed by the cloud to deliver outstanding ease of use and enable the continual analysis of meeting room conditions, allowing for comfortable business meetings with better space utilization, more productive collaboration and minimal setup. With the WCD, users can share material from any device. Plus, built-in wireless casting can connect up to five devices simultaneously. Technological Advances of Sharp Products MFD Customization The Sharp first-of-a-kind user interface can be customized with one-touch access to the functions, files or applications that are most important to an organization or user. The experience is fully personalized from the simple to the more complex, allowing you to add custom backgrounds and icons, change the display language and much more. Retractable Keyboard Designed to simplify e-mail address and subject line entries, as well as repetitive scanning tasks and user authentication, the built-in keyboard offers users a familiar ergonomic interface.
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Sharp Mobile Print and Scan Solution

Sharp's mobile applications are designed to give users powerful, cutting edge solutions that integrate their Windows® 8, Windows RT, iPhone®, iPad®, or Android™ device with Sharp's award-winning MFDs. Sharpdesk Mobile provides users with an innovative mobile print and scan solution for Smartphones, Tablets, and AQUOS Boards.

Hassle-Free Printing

Connect to a Wi-Fi network, select a document, preview and print directly to a supported Sharp MFD from your iPhone® or iPad®.

Simplified Scanning

Scan hard-copy documents to PDF for easy access by simply scanning from a Sharp MFD to your iPhone® or iPad®. The mobile device's profile can be stored as a "scan-to" location on the MFD for easy access.

Seamless Collaboration with Other Applications

Sharpdesk Mobile allows seamless file sharing with other applications. Users can attach scanned files to e-mail, share documents with other iPhone®/iPad® applications or print files from other iPhone®/iPad® applications.

Security

Sharp Electronics is recognized as an industry leader in security which provides Sourcewell participating entities proven protection for confidential data, device access and network safeguards. Securely managing business and user data is critical for organizations to be successful, Sharp addresses these concerns by providing a suite of integrated security features designed to help protect your information and document assets.

Sharp continues to lead in the industry by incorporating advanced Security (AES 256 bit encryption, HDD overwrite) as a standard feature. Sharp has also introduced additional Security measures with Firmware Attack Prevention and Self Recovery, Application Whitelisting, and an "End-of-Lease" feature that sanitizes and reverts the MFD to defaults when reaching end of life. Sharp addresses the need for governmental compliance by the introduction of optional data security kits that provided the ability to encrypt data further residing on the device in addition to the already present AES 256 bit encryption, data overwrite, port management and administrator control of feature accessibility. In addition, a firmware-based operating system is deployed in Sharp MFDs that does not allow for vulnerabilities that could potentially introduce harmful software such as a virus or malware.

Sharp Remote Device Manager (SRDM)

SRDM is a device management and monitoring tool to facilitate centralized management of Sharp MFDs and SNMP-compliant printers to allow for optimum device uptime. From the console, IT Managers can view detailed information on each device, such as network connectivity, consumable levels and impression counts. The direct access to remote front panel enables support staff to view and control the LCD panel from anywhere on the network, as well as the ability to review service logs and update firmware. For more intuitive views and to expedite trouble shooting, devices can be grouped together in the utility by model, department, location, network status, IP address and more. Rapid deployment of MFDs can also be accomplished by distributing print drivers to network clients and cloning the settings of a reference device to other similar models all at the click of a button. Toner level is monitored in one percent increments on select models.

Key features include but are not limited to:

- Manual or automated device discovery
- Remote device monitoring on status and consumables
- Remote device security, network and system configurations
- Remote access to device's front panel to provide quick user assistance
- Driver distribution to reduce IT support time
- Security dashboard to centrally enforce security policies
- Scheduled power management to optimize energy usage
- Device cloning and storage backup to facilitate deployment and business continuity
- Email notifications to keep IT administrators aware of critical issues

Edge-to-Edge Printing

Sharp is the first and only manufacturer to offer edge-to-edge printing on light production MFDs. Edge-to-edge printing enables operators to output high quality, full-bleed booklets in-line, helping to reduce outsourcing costs as well as production times. Sharp's exclusive solution uses 11 x 17 paper and automatically trims only one edge of the paper, producing a lower cost full bleed booklet. Other manufacturers accomplish this by printing on larger (12 x 18) paper which costs more than ledger paper and by using an expensive finisher that trims three sides of the finished booklet. Not only does this type of paper trimming unit cost more, it also slows down the productivity of the device. This feature has been especially well-received by Sourcewell participating entities who opt for in-house printing of materials such as churches and other non-profits.

PANTONE® Matching System

		PANTONE® colors are commonly found in logos, letterhead, and business cards. Traditionally, to accurately reproduce these colors manufacturers would turn to a third-party company for a specialized print controller. Sharp has taken a different approach. All Sharp 30+ page per minute color models have the ability to match PANTONE colors. This unique approach saves customers money by not requiring a costly third-party print controller. In addition, training time is saved as a result of not needing to train users on a different print driver while providing excellent color matching. Fiery® Command Workstation® Sharp also received an innovation award from BLI for our integration of Fiery® Command Workstation® at the MFD panel. Utilizing a large 15.4" touch screen on our light production models, Sharp has chosen to offer more convenience while reducing costs for Sourcewell participating entities. In the past, a key operator would run a light production MFD and utilize a nearby PC running Command Workstation. This creates a lot of back and forth for the key operator to load paper, offload finished jobs and check on incoming print jobs. By giving key operators the convenience of running Command Workstation through the control panel, key operators are more productive. Competitive models require a costly FASCI Kit with an external keyboard can cost much more. Sharp OSA® Designed to deliver powerful customization, the Sharp OSA development platform opens the door to a broad array of value-added functionality and flexibility. Sharp OSA-enabled MFDs allow users to work smarter and be more productive. Completing routine tasks are easier. With next generation Sharp OSA technology, applications deployed in the cloud can be integrated with any Sharp OSA v4 enabled MFD. By delivering applications to the MFD directly from the cloud, enterprises gain the ability to quickly scale MFD functionality without the need to purchase server hardware and software. The deployment time is significantly reduced by avoiding the lengthy capital approval process often used for IT projects. Links to pertinent brochures and marketing materials further describing Sharp's technological advances are provided in the Documents section of our response (Table 8 – Value Add)
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sharp's "Green" Initiatives Sharp is deeply committed to its corporate sustainability plan and promotes an overall company strategy for protecting the global environment. Critical policies, strategies, and measures relating to environmental sustainability management are implemented across the entire Sharp Corporation. Specifically, Sharp Corporation's Environmental Department in charge of Environmental Affairs serves as the chair of the semiannual General Global Environmental Conferences, where general managers responsible for environmental affairs from each division and overseas base become thoroughly familiar with Sharp Corporation's environmental policies and discuss environmental policies, objectives and measures for each division. Sharp also holds Company-Wide GP (Green Product) and GF (Green Factory) Conferences in Japan and regional environmental conferences to ensure that Sharp Corporation's environmental policies are thoroughly disseminated and to discuss environmental policies and measures for each department and site. Sharp also works closely with members of environmental departments at each site in Japan and worldwide through various committees, project activities, and Eco Best Practice Forums, while promoting various environmental initiatives across the entire Sharp Group. Sharp is taking active measures to curb greenhouse gas emissions resulting from its business activities by reducing CO₂ emissions through the introduction of cogeneration systems and energy-efficient equipment, the installation of solar power generation systems, and the meticulous implementation of energy-saving activities at plants and offices. At the same time, Sharp is also reducing emissions of greenhouse gases such as PFCs (perfluorocarbons) by installing abatement systems and adopting replacement gases with lower global warming potential. To support these environmental initiatives, Sharp introduced its long-term Eco Vision 2050 which sets forth two key goals to reach by 2050: to create more clean energy than the total amount of energy consumed in Sharp's entire supply chain and to achieve net zero CO₂ emission in Sharp's business activities. Sharp's 2020 Sustainability Report is included in the Documents section of our response (Table 8 – Value Add) Sharp's Recycling Initiatives Toner Recycling Sharp's Toner Recycling Program is FREE to all users and provides for the recycling of all consumables, including toner cartridges, bottles, toner collection containers and drum units. As part of our commitment to preserving the environment and reducing landfill waste, Sharp Electronics partnered with a Zero Waste to Landfill Recycler for recycling all Sharp consumables.

We encourage our customers to recycle in bulk by providing all collection and shipping materials, as well as all shipping and recycling costs, for the return of all used Sharp toner cartridges and consumables. Upon registration, customers receive a Recycling Kit that contains 3 pre-addressed collection/shipping cartons. The carton can be conveniently placed in the customer's mail room or near the copier for easy collection and shipment of up to 10 used cartridges. Since the program's inception, each month over 4 tons of used toner cartridges have been prevented from ending up in a landfill.

For more information on our recycling program, please visit www.sharpusa.com/recycle

Machine End-of-Life Product Recycling

As part of Sharp's Super Green Strategy, Sharp provides our customers a recycling option for Sharp Copiers, Printers and MFDs which have reached their end of life.

These models, with authorizing documentation, can be shipped to one of three regional Sharp recycling centers. Sharp will be responsible for all disposition and Zero-Waste-to-Landfill recycling costs associated with the disposition of Sharp equipment.

Additional information is included in the Documents section of our response (Table 8 – Value Add)

Sharp Canada

Sharp Electronics of Canada Ltd. (SECL) is also committed to conduct business operations and activities in a manner that is protective of human health and the environment.

SECL's commitment to promote the development of environmentally conscious products has resulted in products that are energy efficient, require minimal resources to produce, are made with easily recyclable materials, have greater product lifecycle, and easy to disassemble for recycling at end of life.

To further this commitment, we have expanded our Toner Cartridge Recycling Program to include recycling of all empty toner cartridges and toner collection containers from photocopiers, network printers, and facsimile products. The process is as follows:

Four Simple Steps

- Use only the packaging from your new toner; do not use any other packaging. Place used toner cartridge or full toner collection container in the carton and seal with packing tape.
- Please return when possible, eight to ten empty toner cartridges or collection containers per shipping label to help conserve resources, reduce energy use and shipping costs.
- Place them in a used cardboard carton and seal, or you may also bundle multiple individual boxes together securely with tape. When bundling multiple cartridge boxes, please make sure you have no more than two rows of four cartridge boxes across.
- Click on a corresponding link provided for the location of pick up to be re-directed to the Canada Post website. Complete the contact information and click "continue" to print the shipping label. Please affix the label to the package.

A Prepaid Shipping Label for pick up is provided in British Columbia, Alberta, Saskatchewan, Yukon Territory, Northwest Territories, Nunavut, Ontario, Manitoba, Newfoundland & Labrador, Prince Edward Island, Nova Scotia, New Brunswick and Quebec.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Responsible Approach to Product Design for Energy Efficiency and Life Cycle Optimization As Sharp strives for sustainable product design, it considers environmental friendliness a key factor in all stages of a product's life cycle, from design to manufacture to disposal. Sharp's environmental initiatives and dedication to developing energy efficient document systems set a high standard in the industry. Most Sharp models utilize a built-in walk-up motion sensor which automatically detects approaching users and immediately wakes the machine, making it ready for use within seconds, saving energy while in sleep mode without sacrificing convenience. Sharp's advanced micro-fine toner technology offers a lower consumption rate and produces less waste than conventional toners, resulting in longer replacement intervals. Long-life consumable parts help minimize service intervals and down time, resulting in lower operating costs and all Sharp copier supplies are packaged using fully recyclable materials. Additionally, all models being proposed are RoHS compliant to restrict the use of hazardous substances. Energy Efficiency With two different energy saving modes, power can be reduced or shut off at set intervals and all Sharp copiers, printers and MFDs being proposed are ENERGY STAR® certified. These models are third party certified to be energy efficient by using the least amount of energy when working and when they are in stand-by mode. Sharp Business Products are EPEAT® Registered EPEAT (Electronic Product Environmental Assessment Tool) is a third-party global rating system for greener electronics that requires ongoing independent verification of manufacturer claims. Customers can use EPEAT as the environmental benchmark to help them make informed purchasing decisions. By using EPEAT standards to purchase greener electronics, customers are assured their organization's environmental sustainability goals are met and will help to preserve our natural resources. All Sharp Copiers, Printers and MFDs being proposed in this Sourcewell RFP are EPEAT registered. ISO Certifications The International Standards Organization (ISO) establishes performance objectives and environmental management systems to prevent pollution, ensure compliance with regulations and achieve continual improvement. Sharp Electronics Corporation Headquarters undergoes annual audits and has been certified since 2004. In 1995, Sharp Corporation in Japan, began the process of acquiring ISO Environmental Management System Certification for its production facilities. Currently, all Sharp manufacturing facilities worldwide are ISO 9001 and ISO 14001 certified. Further, in 2002, Sharp introduced its own Environmental Management System, which adds 49 additional control points for all our plants to supplement those specified by ISO standards, which is maintained today. The following links and documents are included in the Documents section (Table 8 – Value Add) • Energy Star Listing • EPEAT Registry • ISO 9001 Certification • ISO 14001 Certification Sharp Canada EnergyStar, EPEAT, RoHS certifications are also applicable in Canada.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Sharp Electronics Corporation is a large company and we do not claim any Minority Owned, Woman Owned, Veteran, or other protected status accreditation. Sharp Electronics does however maintain a relationship with a nationwide network of independently owned dealers who will participate in the execution of a contract resulting from this proposal. Many of these Sharp authorized dealers have accreditation as minority owned, woman owned, or disabled veteran owned business. Currently there are 72 Sharp authorized dealers with protected status. KEY: W: Woman Owned M: Minority Owned V: Veteran Owned DV: Disabled Veteran Owned S: Small Business Entity A designation chart is provided as an attachment in the Documents section. (Table 8 – Value Add)

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Unique Services Offering Sharp's unique Maintenance Intelligence Call Assistance System (MICAS) provides Sourcewell participating entities with state-of-the-art service monitoring. MICAS is a cloud-based device management application that uses Sharp's Remote Email Diagnostics (R.E.D.) and SNMP to collect device data and alerts. Sharp Authorized Dealers can use the MICAS service to help monitor and track the status of Sourcewell participating entities devices, making device management hands-free. This unique service tool helps generate automated meter data, real-time service alerts and advanced device monitoring tools. Service providers may offer remote service capabilities and OEM device support via the MICAS Agent, a locally-installed software. Whether an organization is large or small, local or remote, the MICAS service will help keep the devices up and running, increase call efficiency, reduce unnecessary service visits and enhance the end user experience. Unique Products Offering Sharp copiers, printers and MFDs are designed to make device setup easier and faster. These are not your typical all-in-one copier, printing, faxing and scanning devices. Precision engineered to help increase workflow efficiency for Sourcewell participating entities and provide exceptional image quality, Sharp copiers, printers and MFDs are easier to operate, control, monitor, manage and maintain, helping take business functions to the next level of productivity and performance. Sharp has always been known for enhancing MFD productivity in the workplace by offering innovative, easy-to-use features. Sharp's reputation for innovation is evident with the new MFD voice feature supported on most models. With Sharp's MFD voice feature, the user can interact with the machine just by using the power of natural language. With simple voice commands, Sourcewell participating entities can ask the Sharp document system to make copies or scan a document, hands-free. Unique Distribution and Deployment of Products Sharp's third-party logistics business model enables us to provide delivery of products in a most efficient manner. Sharp leverages the strength of Tech Data who has built a reputation as a leader in the distribution channel for 40 years by focusing on service, cost savings and continuous development. Tech Data's state-of-the-art logistics centers are strategically located to enable next-day service to most major metropolitan areas and because of their volume of business, their carrier partners provide our dealers with the latest outbound pull times possible. Uniquely Positioned to Support the Sourcewell Contract As a Sourcewell contract holder, Sharp has had a long standing and successful relationship with Sourcewell for more than 20 years. Our internal sales teams, administrative staff, dealers and SBS branches have an extensive and strong familiarity with the contract. The Sourcewell contract is an extremely critical component of Sharp's business model, sales training programs, marketing initiatives and management focus. Furthermore, it is our intention to further leverage our U.S. business model in the Canadian marketplace. Sharp Canada has demonstrated a commitment to the sector served by Sourcewell as shown in the attached press release. By replication of our U.S. sales and marketing strategies, we believe that the additional focus in Canada will be beneficial for Sourcewell participating entities to the North. Sharp Canada press release provided in Documents Section (Table 8 – Value Add)
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	WARRANTY PROGRAM Sharp Electronics provides Sourcewell participating entities the Sharp Three Year Performance Guarantee for all products offered in this response. This guarantee is a comprehensive guarantee of device performance. The Guarantee begins at the date of installation. The equipment purchased by Sourcewell must be maintained under a Service Maintenance Agreement offered through the Sourcewell contract with a Sharp Authorized Dealer or Sharp Business Systems (SBS) Branch and operated using only genuine Sharp supplies and parts. This guarantee applies to all products procured through and billed through the Sourcewell contract. The Performance Guarantee does not apply to equipment that has been damaged by accident or misuse, including improper voltage. If it is determined that the equipment was maintained using other than genuine Sharp supplies and parts, the Three Year Performance Guarantee will no longer be valid. Should equipment demonstrate major service problems and/or excessive downtime, the servicing dealer or SBS representative will work directly with Sharp to remedy the situation. Service records will be obtained, and the Sharp Regional Field Service Manager will work with the service provider to rectify the problem. If corrective actions do not resolve the reported issue, the Field Service Manager will recommend equipment replacement. Sharp HQ Customer Service will manage the process of equipment pick up and replacement. This Three Year Performance Guarantee is provided as an assurance that Sharp is committed to the Sourcewell participating entity's total satisfaction. Three Year Performance Guarantee is provided in the Documents section (Table 9 – Warranty) WARRANTY COVERAGE As part of the Sourcewell / Sharp Electronics contract, all products, parts and labor are included in the warranty, subject to the conditions stated above, per the Three Year Performance Guarantee. Sharp Canada Sourcewell participating entities will be offered a Sharp fleet maintenance and warranty program which covers all Sharp products, parts, toner replenishment, preventative maintenance and labor throughout the term of a fleet maintenance agreement. Industry standard fleet maintenance and warranty programs based on a cost per impression (CPI) are widely accepted in the Canadian broader public and MASH sectors and offered by all Canadian MFD providers. CPI fleet maintenance programs are available to Sourcewell Clients on purchased and leased Sharp products.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sharp does provide recommended volume levels for Sharp MFDs. This “right-sizing” will allow the device to properly function in its environment. However, overuse above and beyond the recommended volume level which causes excessive maintenance requirements could null and void the Sharp Three Year Performance Guarantee. Sharp Canada Industry standard warranty practices require MFDs to be operated in appropriate environmental conditions and locations. Where an MFD may be located in an environment where there is excessive air born particles, excessive humidity or extreme temperatures, (i.e. manufacturing facilities or non-office environments), fleet maintenance programs and associated warranties may not be available.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Based on the conditions listed in our warranty, the maintenance of installed devices under the Sourcewell contract is inclusive of any travel time encountered by our technicians to perform the required maintenance as stated in the agreement. Technicians are available to service devices located within a 25 mile radius of a Sharp Authorized Dealer location or SBS Branch at no charge. For remote locations where devices are outside of a 25 mile radius from a support location, an additional charge may apply. Sharp Canada Yes, technician travel time and mileage are included in the Sharp fleet maintenance and warranty program.	*

45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Through our network of Authorized dealers and SBS Branches, Sharp Electronics will provide service including warranty repairs throughout the U.S. However, due to geographic restrictions, some remote areas of the U.S. may require a longer response time. In these cases, Sharp will make best efforts to provide service by dispatching a Sharp Service technician to provide service for a warranty repair. Sharp Canada SECL and our network of authorized dealers have not identified any Canadian geographic regions in which we are unable to provide Sharp certified technicians to provide warranty repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The proposed products and solutions not manufactured by Sharp will carry product warranties provided by the original equipment manufacturer. Sharp Canada Sharp Electronics of Canada Ltd. is not offering any 3rd Party devices as a part of this proposal.	*
47	What are your proposed exchange and return programs and policies?	Sharp's sales teams will work closely with Sourcewell participating entities to ensure that product selection is based upon current and projected departmental requirements. A needs assessment conducted by either the Sharp sales representative or local authorized dealer or enables Sharp to provide a MFD that will best meet the needs of the Sourcewell user/department. If the Sharp MFD is not performing within the machine's design specifications and cannot be repaired by the authorized Sharp dealer and Sharp Service Technician, Sharp will replace, at no charge, the equipment with a like model with comparable features, as outlined in the Three Year Performance Guarantee.	*
48	Describe any service contract options for the items included in your proposal.	Sharp is providing Sourcewell with standard, competitive service and supply pricing for all proposed copiers, printers and MFDs. These service plans include all parts, photoconductors, labor and all consumable items except paper and staples. Both a Cost Per Copy and defined monthly copy plans are available. Additionally, Sourcewell participating entities may source a customized service contract directly from the installing authorized Sharp dealer or SBS Branch. This pricing would be designed to meet the requirements of the customized needs assessment with billing managed by the Sharp dealer or SBS Branch. Sharp also offers a Managed Print Services program which provides an all-encompassing rate for equipment, service and supplies. This pricing would be designed to meet the requirements of the customized needs assessment with billing managed by the Sharp dealer or SBS Branch. Sharp Canada Sourcewell participating entities will have an option to forego fixed CPI fleet maintenance and warranty programs. Alternatively, Sourcewell participating entities may opt for a service program based on purchase of replacement toners, service parts, preventative maintenance, plus technician's labor, travel time and mileage.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Sharp's standard payment terms are net 30. As part of Sharp's Sourcewell contract, all products, parts and labor are included in the warranty, subject to the conditions stated in the Three-Year Performance Guarantee (See Table 9 – Warranty). Sharp Canada Sharp Electronics of Canada Ltd. has Net 30-day payment terms upon account approval	*

50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	There are a number of leasing and financing programs available to Sourcewell participating entities. General Acquisition Types/Terms: • Fair Market Value Lease • \$1 Buyout Lease • Straight Lease • Short Term Leases / Cancellable Rentals • 12, 18, 24, 36, 48 and 60 month options All financing options should be evaluated by Sourcewell participating entities at the time of equipment selection. Sourcewell participating entities may utilize a 3rd Party Leasing option to provide custom financing plans for states, local governments, educational institutions, and non-profit organizations. Sharp works closely with several leasing partners that can provide Sourcewell participating entities customized leasing arrangements. Sourcewell participating members also have the option of a direct financing agreement with the local authorized dealer. Sourcewell participating entities may utilize National Cooperative Leasing (NCL) as a leasing option. NCL has extensive expertise and experience working with Sourcewell and state, local government, education, and non-profit organizations to create custom finance plans that meet the unique term, structure, legal requirement, and budgetary needs of Sourcewell participating entities. Under specific circumstances, Sourcewell participating entities have the option for a direct lease program through Sharp's leasing company, Sharp Leasing USA (SLUSA). SLUSA also offers customizable leasing plans based on customer preferences, requirements, and budget constraints. Sharp Canada Sharp uses multiples leasing partners to provide Sourcewell members with best-value.
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51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	All Sourcewell orders are managed by Sharp's Sourcewell Customer Service Department in Montvale, NJ. The Sourcewell Customer Service hours of operation are Monday through Friday, 9 a.m. to 8 p.m. (EST). All Sourcewell participating entity orders placed with a Sharp dealer, Sharp Business Systems or Certified Channel Reseller will be forwarded directly to Sharp HQ for processing. Two dedicated Sourcewell Customer Service Managers will be assigned to manage the day-to-day operations of the contract, including order entry, tracking and overall customer support. To facilitate order processing, a dedicated Sourcewell Account email address will be used to submit orders for processing. Sourcewell orders are given priority status and are processed within one business day. Sharp utilizes SAP for our business process management. This system enables Sharp to easily extract and report required quarterly sales data. Sharp Canada Sharp Electronics of Canada Ltd.'s (SECL) order entry process allows for identification and coding of Sourcewell participating entities who order products and services via cooperative procurement programs/agreements (i.e. Sourcewell, GSA, SOSA). Where/when SECL authorized dealers order Sharp products for Clients under these programs/agreements, specific dealer order details are required to identify the participating entity's program/agreement in order for the SECL authorized dealer to access and qualify for pricing specific to the identified program/agreement. These orders are quantified by SECL and identified and coded accordingly. Where/when a group procurement program/agreement is executed by SECL, Client operations prepares a detailed program package for internal distribution to all relevant departments within SECL. SECL's Client operations group presents and reviews the detailed program package with SECL's finance group who is responsible for acquiring relevant data and assembly monthly/quarterly sales reports. SECL's finance group will prepare Sourcewell sales reports inclusive of SECL dealer activity and forward the sales report to SECL's assigned Client Operations Manager for submission to Sourcewell.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The P-card procurement and payment process is accepted with no additional cost. Sharp Canada Yes, SECL accepts P-Cards for payment process. There is no additional cost to Sourcewell participating entities.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The proposed Sharp Electronics pricing model is based on line-item pricing discounts. We have provided a detailed proposed price list which contains current model numbers, MSRP and our proposed Sourcewell contract price for all products being proposed. The pricing proposed reflects an approximate 2% reduction from Sharp's current Sourcewell 1+ contract pricing. Please refer to the Sourcewell Proposed Pricing in the Documents Section. (Tab 11 – Pricing and Delivery) Sharp Canada Pricing for Sharp Canada is also based on line-item pricing. Please refer to the Documents Section (Tab 11 – Pricing and Delivery)	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The average discount from MSRP that is represented in the pricing proposal in this response is as follows: MFD mainframes & printer: 66% MFD/printer accessories: 58% Display products: 33%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Sharp offers the following discounts on the Sourcewell Contract: • Copier, Printer and MFD Products: \$50K+ Pricing, \$100K+ Pricing and Negotiated Pricing for large opportunities • Professional Display Products: 25 Unit Pricing and Negotiated Pricing for large opportunities Sharp Canada Sharp Canada offers the following discounts on the Sourcewell Contract: Copier, Printer and MFD Products: \$50K+ Pricing, \$100K+ Pricing and Negotiated Pricing for large opportunities.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sharp Dealers and Branches will work with the Sourcewell participating entity to complete a needs analysis to help determine what additional products or related services will be required to fulfill the proposed solution. The sourced products and related services will then be procured from Sharp authorized dealers or SBS branches. The ability for Sharp dealers and SBS to procure these products from Tech Data provides Sourcewell participating entities greater access to a vast array of ancillary products to provide a complete solution. The complete solution will be presented to the Sourcewell participating entity in a quote with the nonstandard options identified and priced for each request. Sharp Canada Sharp Canada can provide specially sourced products for Sourcewell participating entities. We do not have a straight-line pricing method but will use best-value to the end user based upon product[s] sourced and methods utilized.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The pricing submitted includes the cost of shipping charges. Standard installation and set-up are also included for locations within a 25-mile radius of the authorized dealer or branch. However, additional charges may apply for extenuating circumstances or excessive installation requirements (e.g. special rigging, access alterations, and access to non-ground floors via stairs). After-hours, weekend deliveries and/or non-standard installation may incur additional charges. These charges will be provided by the installing dealer or branch to the participating entity prior to installation and set-up. On-site introductory training is included at no additional charge and is for a period of no more than 2 - 4 hours depending on the model and number of key operator participants. Additional charges for subsequent training, if any, will be imposed by the installing and servicing authorized dealer or SBS location. Sharp Canada After-hours, weekend deliveries and/or non-standard installation may incur additional charges. Deliveries to remote locations may incur additional delivery charges.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The pricing submitted includes the cost of shipping charges. Standard installation and set-up are also included for locations within a 25-mile radius of the authorized dealer or branch. However, additional charges may apply for extenuating circumstances or excessive installation requirements (e.g. special rigging, access alterations, and access to non-ground floors via stairs). These charges will be provided by the installing dealer or branch to the participating entity prior to installation and set-up. Sharp Canada Standard freight delivery and installation to non-remote locations is included with all Copier, Printer and MFD pricing. After-hours, weekend deliveries and/or non-standard installation may incur additional charges.	*

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell participating entities located in Alaska and Hawaii, delivery is included for locations within 25 miles of a Sharp authorized dealer or SBS branch location. When the participating entity location is outside of a 25-mile radius from an authorized support location, there may be an additional delivery charge. Delivery programs for Canada and offshore delivery will be developed based on the location of the Sourcewell participating entity. Any additional costs incurred by the authorized dealer or SBS location will be passed on to the Sourcewell participating entity. However, these additional costs will be presented and approved by the participating entity prior to processing the order. Sharp Canada Standard freight delivery and installation to non-remote locations, is included with all MFD pricing. After-hours, week-end deliveries and/or non-standard installation requirements may incur additional charges.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sharp's third-party logistics business model enables us to provide delivery of product to Sourcewell participating entities in a most efficient manner. Sharp leverages the strength of Tech Data, who has built a reputation as a leader in the distribution channel for more than 40 years, by focusing on service, cost savings and continuous development. Tech Data's state-of-the-art logistics centers provide strategically located secure warehousing to deliver rapid access and quality inventory management. By leveraging transportation hubs near the installing dealer or branch location, Tech Data can provide next-day service to most major metropolitan areas. In addition, their transportation partners can provide our dealers better order tracking and ETA visibility because of their well-established and mature global transportation and logistics capabilities.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Sharp provides access to all Sourcewell contract pricing via the Sharp Success Center - our internal training and information site. This site includes a designated Sourcewell contract section in which all current product and pricing information is posted. Sharp dealers and SBS sales representatives can easily access and download the most up to date information regarding the contract. Per Sharp's established order process, all Sourcewell orders are forwarded to Sharp directly either via an established email address or faxed when necessary. Two dedicated Sourcewell Customer Service Managers are assigned to manage the day-to-day operations of the contract, including order entry, tracking and overall customer support. These individuals are extremely familiar with the Sourcewell contract and review and confirm all contract pricing prior to entering an order. All orders are entered into SAP which enables Sharp to easily generate the required quarterly reporting and thus determine the administrative fee . Sharp Canada Sharp Electronics of Canada Ltd. (SECL) will assign a Client Operations Manager who is responsible for ensuring contract compliance, verified pricing to Sourcewell participating entities, submission of quarterly sales reports and payment of administrative fees to Sourcewell. SECL's Client Operations Manager is Sourcewell's single point of contact for all matters related to managing the Sourcewell program.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sharp Electronics proposes a 2% administrative fee for all MFD and Display hardware at the following price levels: • MFD Products: Standard Pricing, \$50K+ Pricing and \$100K+ Pricing • Display Products: Standard Pricing and 25 Unit Pricing Sharp Electronics proposes a 1% administrative fee for all MFD and Display hardware at the following price levels: • MFD and Display Products: Negotiated Pricing (based upon competition and circumstances) Sharp Canada SECL will provide Sourcewell with a 2% Cost Recovery Fee on all hardware purchases based on prices provided in our response. With any downward deviation on this pricing, Sharp Canada will provide Sourcewell with a 1% Cost Recovery Fee on the total hardware purchase.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Sharp Electronics Corporation portfolio is built to deliver Sourcewell members the technology to build a simply smarter work environment. Sharp offers a full suite of office technology, with a complete line of printers and multifunction (print, copy, scan) devices, surrounded by advanced custom, professional and support services from our Sharp Business Systems direct-sales/support organization and our extensive dealer network. When it comes to the impact of technology on our processes, change is the only constant. In fact, now more than ever, simple-to-use, up-to-date office technology can help remove any business barriers and create what we call the Simply Smarter Workplace. The aim of our Simply Smarter Workplace strategy is straightforward. • Accelerate collaboration • Improve efficiencies • Digitize workflows

- Increase information security

Sharp's proposed products and solutions enable Sourcewell participating entities to achieve these objectives.

Multifunction Device (MFD) Product Line

Sharp MFDs are designed for ease of use, extreme reliability and integration with advanced software and cloud platforms. Built in features help save costs while an open-architecture allow best-of-breed solutions for workflow, content management and cost-control within any print/scan environment. With monochrome and color options, speeds from 20 pages per minute (PPM) to 120 PPM and with many simplified and common features across the portfolio, these advanced systems are engineered to increase workflow efficiency and provide exceptional image quality. Innovative features and advanced security have always been a hallmark of Sharp MFDs, and first-to-market Amazon Alexa voice control and unique security management via trusted-device support with Microsoft Active Directory continue that trend.

Sharp's Copiers, Printers and MFDs are designed with ease-of-use in mind by utilizing a similar platform and an easy to use control panel. The commonality allows an organization to right-size the equipment without losing any functionality. A significant portion of the machines offered - 22 workgroup models ranging from 26-60 pages per minute have the same options, supplies and end user experience.

Many other Copiers, Printers and MFDs on the market have operation panels that require in depth selection choices to find the required feature. Sharp MFDs offer an easy-to-use tablet-like user interface that allows customization by the end user, as well as "Easy" buttons for quick functionality selection; all with the industry's first integrated retractable keyboard that provides intuitive control of even the most advanced functions.

Sharp MFDs also feature dual head scanning or Scan2. This enables Sourcewell participating entities to scan large volumes of documents in half the time it would normally take. Documents can be scanned directly to designated folders, the cloud or even to the device itself.

Sharp's Universal Print Drivers are seamlessly integrated with Microsoft Windows OS and their popular applications such as Microsoft Office for a seamless printing experience. Specific features are available through a user-friendly interface that helps meet each user's unique output requirements.

The driver includes all the most popular features and offers the following benefits:

- Quick device discovery to find Sharp MFDs on the network
- Versatile finishing support to maintain productivity with a convenience
- Simplified printing process through selectable default printer
- Printer list feature to always keep your favorite printers accessible
- Color management for an optimized output result
- Verified and trusted Citrix Ready print driver
- Client-server and peer-to-peer print environment for IT managers to provide flexible options in networking

Smart Office Software Platform

The Sharp Synappx™ software platform complements our MFDs (and other technology) by making Sharp technology easier to use. Synappx Go works with our MFDs to enable mobile app-based control of copy and print functions, especially useful when office-workers are looking to reduce unnecessary touches on shared devices.

Managed Print Services

Many customers want to experience the reliability and ease-of-use of Sharp MFDs but are not interested in the day-to-day management of a print environment. Sharp and our dealer network optimize an organization's print environment leveraging our experts and technologies, such as Sharp's Machine Intelligence Call Assistance System (MICAS) technology as well as other leading software platforms. This approach improves cost effectiveness and efficiency, by right-sizing a Sourcewell member's print environment by removing redundant devices and replacing aging equipment. The environment is also simplified for users by standardizing models, drivers and processes, while streamlining support through a consolidated maintenance contract.

Commercial Display Product Line

Sharp offers a complete line of displays, including interactive whiteboards, collaboration displays, desktop monitors, commercial televisions and video walls. These products can be integrated into a total office solution, providing ease of use and wireless connectivity – all enhanced by support of Sharp's Synappx smart-office software. Sharp's professional displays range from 24" to 70", commercial displays with tuner from 43" to 86", and Sharp's full line of AQUOS BOARD interactive display systems with screen sizes from 60" to 85".

		Sharp also offers the Sharp Windows Collaboration Display (WCD) which includes a built-in microphone, 4K camera and IoT sensor hub that works seamlessly with the best Microsoft 365 collaboration tools. This single, easy to use device often replaces up individual cameras, audio systems displays and, often, laptops an eliminates the confusion and support requirements they bring. A cloud-based software platform called Synappx WorkSpaces provides reports from the IoT sensor that help users understand the quality and use of their meeting spaces.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Device Management • Print Usage and Audit Tracking • Managed Print Services • Document Digitization and Workflow	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Copiers	☒ Yes ☐ No	Details provided in table 14A Response and Document upload	*
67	Printers	☒ Yes ☐ No	Details provided in table 14A Response and Document upload	*
68	Multi-function devices	☒ Yes ☐ No	Details provided in table 14A Response and Document upload	*
69	Hardware, software, supplies, consumables, and related accessories	☒ Yes ☐ No	Details provided in table 14A Response and Document upload	
70	Managed Print Services (MPS) solutions	☒ Yes ☐ No	Details provided in table 14A Response and Document upload	
71	Related services	☒ Yes ☐ No	Details provided in table 14A Response and Document upload	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sharp utilizes Salesforce as our CRM platform. This enables our sales management team to analyze sales trends and achievement versus quota. As well, we track customer retention and new customer adoption. In addition, monthly reports are distributed to sales and marketing teams for review and analysis. Sharp tracks Dealer and SBS engagement. This data enables Sharp to develop targeted sales and marketing campaigns based upon need and identified opportunity in specific geographical locations, as well as specific verticals. An example of this would be a marketing and sales campaign specifically designed to increase awareness of the Sourcewell contract in the non-profit sector in a particular city or state. Lastly, Sharp's Ultimate Rewards sales incentive program provides an additional data point for analysis.	*
73	Describe shipping and delivery options available to participating entities.	Standard procedure for shipping and delivery of equipment is as follows: • Order is received at Sharp headquarters for processing • Equipment is shipped to the local servicing dealer or SBS location • Installing dealer or SBS service team assembles and tests equipment • Equipment is delivered, installed, and tested at Sourcewell participating entity location In some instances, the Sourcewell participating entity may request that smaller or plug and play equipment be shipped directly to the ordering location. For example, desktop printers or display monitors could be shipped directly.	
74	Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.	As an Original Equipment Manufacturer (OEM), it is critical that only Sharp genuine and authentic equipment, parts and supplies are used in the repair and maintenance of our products. Sharp exclusively utilizes Tech Data as our warehousing and logistics supplier. This business model ensures the integrity of our program. In addition, Sharp's Three-Year Performance Guarantee specifically requires that only Sharp parts and supplies be used in the maintenance of our equipment. Failure to comply with this requirement will negate Sharp's guarantee.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Marusic, President and CEO, Sharp Electronics Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Copiers_Printers_MFD_RFP_030321 Tue February 23 2021 03:05 PM	☒	1
Addendum_8_Copiers_Printers_MFD_RFP_030321 Mon February 22 2021 02:20 PM	☒	1
Addendum_7_Copiers_Printers_MFD_RFP_030321 Thu February 18 2021 01:00 PM	☒	1
Addendum_6_Copiers_Printers_MFD_RFP_030321 Wed February 17 2021 09:23 AM	☒	1
Addendum_5_Copiers_Printers_MFD_RFP_030321 Fri February 12 2021 07:58 AM	☒	1
Addendum_4_Copiers_Printers_MFD_RFP_030321 Wed February 10 2021 11:12 AM	☒	2
Addendum_3_Copiers_Printers_MFD_RFP_030321 Sun January 24 2021 06:07 PM	☒	3
Addendum_2_RFP_030321_Copiers_Printers_MFD_RFP_030321 Tue January 19 2021 09:07 AM	☒	1
Addendum_1_RFP_030321_Copiers_Printers_MFD_RFP_030321 Thu January 14 2021 10:07 AM	☒	1