

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

MASTER AGREEMENT
Sharp Electronics Corporation
(hereinafter "Contractor")

And

State of Nevada
(hereinafter "Participating State")

Page 1 of 6

1. Scope:

This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the State and authorized by that state's statutes to utilize state contracts with the prior approval of the state's chief procurement official. The State's chief procurement official has authorized local governmental entities within the State to enter into this Participating Addendum. If this Participating Addendum is executed by the State's chief procurement official, then all state agencies (and other entities expressly within the scope of this Participating Addendum) may issue Purchase Orders and Orders under this Participating Addendum.

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

- Group A – Convenience Copiers
- Group B – Production Copiers

2. Participation:

Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

- a. **Contract Term:** This Contract shall be effective upon and subject to Board of Examiners' approval (anticipated to be May 12, 2015) to December 31, 2019, unless sooner terminated by either party.
- b. **Consideration:** The parties agree that Contractor will provide the services as specified in the WSCA Master Agreement led by the State of Nevada. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the specific agency Lease Agreement. Total contract amount shall not to exceed \$2,000,000.00. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be

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Page 2 of 6

controlled by the Lease Agreement.

- c. **Service Level Agreement:** The Service Level Agreement (SLA) set forth as Exhibit A provides additional service level goals.

4. Leases:

- a. All leases entered into by the State of Nevada or its using agencies must be approved by the Chief of the Division of Purchasing of the Department of Administration, or his designee, as required by NRS 333.150. Any lease entered into pursuant to this Participating Addendum by the State, its using agencies, or any "state agency" as defined by NRS 353.540, must meet the following requirements:
1. The continuation of any Lease beyond the current biennium will be subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate any such Lease, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the State or agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
 2. The lease shall not contain a balloon payment at the end of the lease term that the State or its agency is obligated to pay. This does not preclude an option to purchase the equipment at the sole discretion of the State or its agency.
 3. The lease shall not contain charges for early termination of the lease unless the charges constitute actual damages or agreed liquidated damages for breach of the lease.
 4. In the event that the term of a lease extends beyond the term of the MSA, the terms and conditions of the MSA shall continue to apply unless the parties specifically agree to the contrary in the lease, or a written, duly executed amendment to the lease.
 5. Only the approved State of Nevada Lease document may be utilized, as set forth as Exhibit B – State of Nevada Agreement for Lease of Equipment.
- b. Political Subdivisions – May utilize the State leasing document or may enter into Equipment

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Page 3 of 6

leases subject to the Terms and Conditions of the Contractor Lease Agreement, unless otherwise agreed to. To initiate a lease, Customers may issue a Purchase Order ["PO"] and reference the type of lease (FMV, Operational, or Capital Lease) on the PO and simply sign the Contractor Lease Agreement.

- c. The Lease Agreement and each PO issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement.
- d. Lease Renewals, End of Term Options and Title to Leased Products. At the end of the applicable Lease term, Leases (other than Capital Leases) may be renewed as provided in the Lease Terms and Customer may elect to purchase Products subject to Fair Market Value Leases. Notwithstanding anything to the contrary in RFP 3091 or the Master Agreement, title to leased Products shall remain with Contractor unless and until the Purchasing Entity's payment of the applicable purchase option price. If the Purchasing Entity elects to retain the hard drive of any Product upon return of the Products to Contractor, Purchasing Entity shall pay Contractor a hard drive replacement fee of \$500 per unit of Product.
- e. Termination Charges. The limitation on termination charges as specified in Section 5.4.2.3 of RFP 3091 is the balance of lease payments for leases and, for service and maintenance obligations, the lesser of four (4) months service and supply base charges or 25% of the service/supply payment for the remaining term.
- f. Assignment. Contractor may sell and assign to its affiliates and/or unaffiliated third parties from time to time its right, title and interest in and to: (a) Products subject to Lease Orders; (b) all payments and other amounts due and to become due under Lease Orders and this Participating Addendum with respect to the Products; and (c) all rights and remedies under this Participating Addendum and the Lease Terms with respect to the Products and such payments and other amounts due; but none of the obligations of Contractor under this Participating Addendum, the Lease Terms, the Master Agreement or any other document referenced in Section 1 of the Master Agreement, all of which obligations shall remain with Contractor.

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Page 4 of 6

5. Primary Contacts:

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

Contractor

Name	Sharp Electronics, Craig Pulver, Government Account Executive
Address	One Sharp Plaza Suite 1, Mahwah, NJ 07495
Telephone	201-529-8200 602-300-0962
Fax	201-529-9454
E-mail	pulverc@sharpsec.com

Participating Entity

Name	Shannon Berry, Assistant Chief Procurement Officer
Address	515 E Musser St, Ste. 300, Carson City NV 89701
Telephone	775-684-0171
Fax	775-684-0188
E-mail	sberry@admin.nv.gov

6. Subcontractors:

All Contractor dealers and resellers authorized in the State of Nevada, as shown on the dedicated **Sharp Electronics Corporation** (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Agreement. The **Sharp Electronics Corporation** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Each such dealer shall be deemed to be the "Contractor" under this Participating Addendum with respect to Orders issued to and accepted by such dealer and the "Lessor" under the Lease Terms for each Lease Order issued to and accepted by such dealer, but this provision shall not diminish the obligations of **Sharp Electronics Corporation** as Contractor under this Participating Addendum, the Lease Terms, the Master Agreement or any other document referenced in Section 1 of the Master Agreement, all of which obligations shall remain with **Sharp Electronics Corporation** as Contractor.

7. Purchase Order Instructions:

Orders may be issued to Contractor or to Contractor's authorized dealers. All orders should contain the following (1) "PO is subject to WSCA-NASPO Contract resulting from RFP # 3091" or, for Lease Orders, "This Purchase Order (or Order) is issued pursuant to the WSCA-NASPO Master

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Page 5 of 6

Agreement Terms and Conditions between The State of Nevada and Sharp Electronics Corporation resulting from RFP 3091 and the Participating Addendum thereto between Nevada and Sharp Electronics Corporation #3091 and constitutes a "Lease Order" under the Participating Addendum." (2) Purchasing Entity's Name, Address, Contact, & Phone-Number (3) Purchase order amount (4) a description of the Products (5) for Lease Orders, the monthly payment amount, lease term, type of lease (Capital Lease, Fair Market Value Lease or Operational Lease), location of the Products; and cost per impression rates and minimum impression volumes, if applicable and (6) for Lease Orders for Capital Leases, the applicable lease rate factor or lease rate. Please channel Customer's PO through one of Contractor's authorized resellers so they can arrange for proper ordering and installation of Products.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **3091** and the Lead State price agreement number: 3091.

9. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby

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Page 6 of 6

rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

<u><i>Laura Blackner</i></u>	<u>3/19/15</u>	<u>5th Vice President, Sales</u>
Independent Contractor's Signature	Date	Independent Contractor's Title

<u><i>Greg Smith</i></u>	<u>3-24-15</u>	<u>Administrator, Purchasing Division</u>
Greg Smith	Date	Title

James R. Williams

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 5/12/15

Date

Approved as to form by:

Jeff M...

Deputy Attorney General for Attorney General

On: 25 Mar 15

Date

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

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

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

Exhibit A
STATE OF NEVADA
SERVICE LEVEL AGREEMENT (SLA)

1. Customer Level SLA

1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations. This SLA does not implicate or involve lease related invoicing; it involves equipment performance and maintenance issues.

1.2 Customer Service Level Agreement

Contractor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	96% or Better
Average On-Site Response Time	4 Hours or Less
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Contractor and Customer.

1.3 Calculation of Service Level Points

Upon written request of the Customer, the Contractor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart for the previous quarter. These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing only (expressed as a negative %). Penalty will not apply to lease payments.

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Uptime	98% or Higher	97.9% - 96%	95.9% - 94%	94.9% - 94%	93.9% or lower
Possible Points	4	3	2	2	0
Average On-Site	4 or Less	4.1 - 5	5.1 - 6	6.1 - 7	7.1 or more

Response Time (in Hours)					
Possible Points	4	3	2	2	0
First Time Fix	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
Possible Points	4	3	2	2	0

1.4 Penalty

The penalty shall be awarded to the Customer as a credit on the following period's service and supplies invoice.

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Total Score	12 – 10	9 – 7	6 - 4	3 – 1	0
Penalty as a percentage of quarterly service and supplies billings	0%	-2.5%	-3.0%	-3.5%	-4.0%

1.5 Equipment Performance

Contractor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

Group	Devices	Segments	Quarterly Uptime
A	Copiers Black & White	All	95%
B	Copiers Color	All	95%
C	Wide Format Devices	All	95%
D	Printers (Color and Black &White)	All	95%
E	Digital Duplicators	All	95%
F	Scanners	All	95%

If any unit fails to maintain this level of performance between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Customers discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, Contractor will be allowed 90 days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment

has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

1.6 Additional Contractor Guarantees

1.6.1 **Training** – On-going training as requested by the Customer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. A penalty of \$50 per incident that does not meet the turnaround time specified to be credited on the next service bill.

1.6.2 **Loaner Unit/Backup Production** – If any unit is inoperable due to equipment malfunction for a period in excess of 72 hours, Contractor shall provide the Customer with either:

- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
- ii) Provide the Customer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Contractor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

1.6.3 **Invoicing** – Contractor shall maintain timely, accurate invoicing, less service run impressions, as defined below. The assigned copy machine operators, back-up personnel, and office personnel shall respond in a timely manner to the Contractor's e-mails, facsimiles, and phone calls in providing the readings. Receiving meters from Customer is a necessary step in the process of generating a complete and accurate invoice. Invoices that are generated without receiving the proper meter read information, due to the Customer's failure to provide such meter by the last day of the month, are not considered inaccurate. Failure on the Contractor's part to maintain the Service levels as defined in the table below shall result in a \$50.00 per instance credit on the following invoice provided Customer has given written notice to Contractor of any such alleged invoicing problem and Contractor has been allowed a 30 day cure period after such notice to address any such issue.

Measurable	Service Level
Timely Invoicing	Invoices will be submitted no later than the 25 th of the month immediately following the close of a billing period
Accurate Invoicing	Invoices do not require any credits for miss-billing
Service Impressions	Contractor will credit all service run impressions within the same billing cycle

2. **Reporting and Billing**

- 2.1 **Timely Reporting** – Contractor shall produce reporting for the State within 30 days of the closing of the reporting period. Failure to do so may result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.2 **Accuracy of Reporting** – The State may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State's satisfaction; the State may require an audit by a third party. If errors are found, the Contractor must reimburse the State for the cost of the auditor.
- 2.3 **Accuracy of Billing** – The State may request at any point proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's satisfaction; the State may require an audit by a third party. If errors are found, the Contractor must reimburse the State for the cost of the auditor as well as correcting any billing errors.
- 2.4 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement, shall be payable to the State.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Laura Bleach 3/19/15 Sr Vice President, Sales
Contractor Signature Date Title

Shannon Berry 3/24/15 Assistant Chief Procurement Officer, Purchasing Division
Shannon Berry Date Title

**STATE OF NEVADA
AGREEMENT FOR LEASE OF EQUIPMENT**

A Contract Between the State of Nevada
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF LEASING AGENCY)

and

Sharp Electronics Corporation

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF LESSOR)

WHEREAS, NRS 333.150 authorizes the Chief of the Purchasing Division to approve the rental or lease of equipment by using agencies; and

WHEREAS, The State of Nevada and its Using Agencies are authorized to lease under the above referenced WSCA-NASPO Master Agreement and the State's Participating Addendum; and

WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. LEASE TERM. This Agreement shall be effective from _____ to _____, unless sooner terminated by either party as set forth in this Agreement in paragraph 7.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Lease Term" means the term of the Agreement set forth in Section 1. "Leased Equipment" means the equipment described in Attachment A and any equipment replaced by Lessor during the term of this Agreement. "Lessor" means a person or entity from whom the State has leased equipment under the terms and conditions set forth in this Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephonic facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above. For purposes of computing times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing.

4. INCORPORATED DOCUMENTS. This Agreement incorporates the following attachments in descending order of constructive precedence; a Lessor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Agreement:

ATTACHMENT A: SCHEDULE OF LEASED EQUIPMENT AND LEASE PAYMENT

5. CONSIDERATION (RENT). The parties agree that for the Lease Term set forth in Section 1 above, Lessor leases to the State the equipment described in Attachment A, for the lease payments set forth in Attachment A, with the total Agreement or installments not to exceed \$ _____, excluding meter charges and late fees. Lessor's Service obligations on the Leased Equipment shall conform to the terms of the WSCA-NASPO Master Agreement and the State's Participating Agreement. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may be required.

6. POSSESSION AND RETURN OF LEASED EQUIPMENT. The State shall have possession of the Equipment for the Term set forth in Section 1, above, unless this Agreement is earlier terminated in accordance with Section 7, below. Lessor covenants that it has good title to the Leased Equipment. At the expiration of the term of this Agreement, the

State shall make the Leased Equipment available to Lessor for pickup at the State's premises. If the State is not in breach of this Agreement, all costs of removing and transporting the Equipment at the expiration of the Lease Term shall be the responsibility of Lessor. Risk of loss of the equipment rests with Lessor until the Leased Equipment is delivered to the State's designated location and delivery is accepted by the State.

7. TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties.

b. Termination With Penalty. Leases may be bought out and return to Lessor, although operational, non-cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.

c. State Termination for Nonappropriation. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Agreement, and Lessor waives any and all claim(s) for damages, effective immediately upon service of written notice (or any subsequent date specified therein) if for any reason the Leasing Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

d. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice to other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement. Notice of Termination for Breach or Default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination.

8. INSURANCE. Lessor shall procure, maintain and keep in force for the duration of this Agreement insurance conforming to the requirements of the WSCA-NASPO Master Agreement and the State's Participating Addendum to the Master Agreement, naming the State of Nevada as additional insured on any general liability policies by specific endorsement, or by a blanket additional insured endorsement. At Lessor's request, the State of Nevada shall provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in State's possession by the State's program of self-insurance or a policy of property insurance from a qualified insurer.

9. WARRANTY AND MAINTENANCE OF EQUIPMENT. All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to the State all manufacturer's warranties on the Leased Equipment, which shall be not less than a full six months warranty. Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term.

10. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Agreement.

11. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.

12. AGREEMENT AND MODIFICATION. This Agreement is made pursuant to the WSCA-NASPO Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Nevada and Lessor, the terms of which are incorporated herein by reference. Except as to the term of this Agreement or the schedule of lease payments, any amendments to the WSCA-NASPO Master Agreement or the State's Participating Addendum shall apply to this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

