

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
 State Procurement Bureau  
 165 Mitchell Building  
 PO Box 200135  
 Helena, MT 59620-0135  
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<http://sfsd.mt.gov/>

**T.C. #: NASPO VALUEPOINT #3091\_SHARP**  
**Title: COPIERS, PRINTERS, AND RELATED DEVICES**  
**This is a non-exclusive contract.**

CONTRACT TERM	FROM	October 1, 2015	CONTRACT STATUS	NEW (xx)
	TO	JUNE 30, 2019		RENEW ( )
VENDOR ADDRESS	SHARP ELECTRONICS ONE SHARP PLAZA STE 1 MAHWAH, NJ 07495		ORDER ADDRESS	
ATTN:	Craig Pulver		ATTN:	
PHONE:	201-529-8200		PHONE:	
FAX:	201-529-9454		FAX:	
E-MAIL:	pulverc@sharpsec.com		E-MAIL:	

REMARKS: This contract was established by NASPO VALUEPOINT (formerly Western States Contracting Alliance/National Association of Procurement Officials, (WSCA/NASPO). NASPO VALUEPOINT competitively issues and awards cooperative contracts while leveraging the demand of multiple states to achieve the best possible prices. Pricing regarding this contract may be found at the following website:

<http://www.naspovaluepoint.org/#/current-contracts/search?term=COPIERS,%20PRINTERS>

NASPO VALUEPOINT#3091	RHONDA R. GRANDY, CONTRACTS OFFICER	DATE:
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**AUTHORIZED SIGNATURE**

Agencies must contact the State Procurement Bureau prior to signing a lease agreement.

This document represents an overview of NASPO VALUEPOINT. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

## 1.0 BACKGROUND

The State of Montana is a member of NASPO VALUEPOINT, which establishes the means by which participating states may join together in cooperative multi-state contracting. This is an effort to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of a cooperative procurement conducted by the State of Nevada on behalf of NASPO VALUEPOINT.

## 2.0 PURPOSE

The purpose of this contract is to provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining copiers, printers, and related devices. The following definitions of the types of copiers and printing devices will prevail:

- **A) Copiers Black & White** – A machine that makes exact paper copies of printed or graphic materials in black and white only.
- **B) Copiers Color** – A machine that makes exact paper copies of printed or graphic materials in black and white and more than one color.
- **C) Wide Format Devices** – A printer that prints larger than 11x17 paper, which typically use ink jet technology to print on a variety of output mediums.
- **D) Printers (Color and Black & White)** – Device does not copy as the primary function and does not allow 11x17 paper. Printer shall include an inkjet or laser-printer print engine. Printer equipment may include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience.
- **E) Digital Duplicator** – High production device with a stencil ink and a drum. Devices making use of templates to create large volume of documents quickly at the lowest cost per copy.
- **F) Scanners** – A device used to convert paper documents into digital images.

For the purposes of this contract, Sharp has been awarded Groups A and B.

## 3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a “non-exclusive” use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

## 4.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference contract NASPO VALUEPOINT #3091 and identify all items desired, the purchase order date, the delivery date, shipping locations and prices. Invoices shall reference NASPO VALUEPOINT #3091\_SHARP.

#### 5.0 CONTRACT TERM

This contract shall take effect on October 1, 2015 and terminate on June 30, 2019. (Mont. Code Ann. § 18-4-313.) This is the first year of the contract.

#### 6.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. Renewals of this contract shall be at the discretion of the State.

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

Between

Sharp Electronics Corporation  
(hereinafter "Contractor")

And

State of Montana  
(hereinafter "Participating State/Entity")

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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 participating State of Montana authorized by the state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

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 of Montana 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:

3.1 Access and Retention of Records: Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

3.2 Assignment, Transfer and Subcontracting: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

3.3 Reduction of Funding: The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be

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liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

3.4 Tax Exemption: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

3.5 Venue: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

4. Leases; Lease Terms: Capital Leases, Fair Market Value Leases and Operational Leases will be subject to the terms and conditions of those set forth in *Sharp's Master Lease Agreement* attached hereto as Exhibit A ("Lease Terms"). A Purchasing Entity may lease Products pursuant to the Lease Terms and this Participating Addendum by issuance of a Purchase Order or Order (each, a "Lease Order"). If there is a conflict between the Lease Terms and this Participating Addendum, the Master Agreement or any other document referenced in Section 1 of the Master Agreement, the Lease Terms shall control. The Lease Terms and any lease Purchase Order or Order shall survive the termination of this Participating Addendum and the Master Agreement. Upon the Purchasing Entity's execution of a delivery and acceptance certificate, the Acceptance Testing period shall end and the Purchasing Entity shall not reject or revoked acceptance of the Product.

(a) Lease Renewals, End of Term Options and Title to Leased Products: At the end of the applicable Lease term, Leases (*other than Capital Leases*) may be (1) renewed as provided in the Lease Terms; (2) end user may elect to purchase the equipment subject to Fair Market Value Leases; or (3) return the equipment, pursuant to Section 13 in Exhibit A (Sharp Master Lease Agreement). In the case of a renewal, or purchase of the equipment, the customer must provide written notice at least thirty (30) days prior to the expiration date of the lease. Notwithstanding anything to the contrary in RFP 3091 or the Master Agreement, title to leased Products shall remain with Contractor unless and until the Purchasing Entity's payment of the applicable purchase option price. At the end of a *Capital Lease*, assuming all contractual obligations have been met, title of the equipment will be transferred to the end user.

*Note*: If the Purchasing Entity elects to retain the hard drive of any Product upon return of the Products to Contractor, *Purchasing Entity shall pay Contractor a hard drive replacement fee of \$500 per unit of Product.*

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(b) 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.

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
Local Contact	
Name	Sharp Electronics, Kelly Haack, Government Account Executive
Address	Sharp Plaza
Telephone	612-810-2705
Fax	N/A
E-mail	haackk@sharpsec.com
Participating Entity	
Name	Rhonda R. Grandy
Address	125 N Roberts, Mitchell Bldg., Room 165, Helena, MT 59620
Telephone	406-444-3320
Fax	406-444-2529
E-mail	rhgrandy@mt.gov

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

7. Purchase Order Instructions: All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract # 3091 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase

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order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: WSCA #3091\_Sharp and the Lead State RFP 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. 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 resulting from RFP number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the 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 rejected unless accepted in writing by both Purchasing Entity and Contractor. 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.

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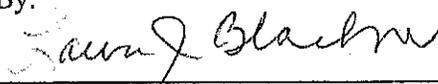
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Montana	Contractor: Sharp Electronics Corporation
By: 	By: 
Name: Cheryl grey	Name: Laura J Blackmer
Title: SFSD Administrator	Title: Sr. Vice President - Sales
Date: 7.7.2015	Date: 6/2/15

If Customer has 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	<a href="mailto:paul.stembler@wsca-naspo.org">paul.stembler@wsca-naspo.org</a>