PARTICIPATING ADDENDUM

WASHINGTON CONTRACT NO.: 26723

FOR THE

STATE OF WASHINGTON

TO JOIN THE

NASPO VALUEPOINT
COOPERATIVE PURCHASING CONTRACT NO.188627

Competitively solicited, awarded, and administered by the
Lead State of Colorado

FOR

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

AWARDED TO

SHARP ELECTRONICS CORPORATION

This Participating Addendum for the above referenced NASPO ValuePoint Cooperative Purchasing Contract is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Sharp Electronics Corporation, a New York Corporation ("Contractor") and is dated and effective as of August 1, 2024.

R E C I T A L S

A. The Washington State Legislature created Enterprise Services to function, in part, as Washington State's central procurement authority for goods and/or services and authorized Enterprise Services to enter into contracts on behalf of the State to provide goods and/or services for state agencies and other designated entities. *See* RCW 43.19.005 and 43.19.011; *see also*, RCW 39.26.050.

B. The Washington State Legislature further authorized Enterprise Services, on behalf of the State of Washington, to participate in cooperative purchasing agreements with designated entities (e.g., other states engaged in public procurement for goods and/or services) to utilize their competitively solicited and awarded contracts to procure goods and/or services and to make such contracts available to Washington state agencies and designated eligible purchasers, to function as enterprise procurement solutions, consistent with terms and conditions set forth by Enterprise Services. *See* RCW 39.26.060.

C. The above-referenced Cooperative Purchasing Contract is the result of a competitive solicitation process undertaken by the above-referenced Lead State, in collaboration with NASPO ValuePoint, which is a division of the National Association of State Procurement Officials (NASPO), a non-profit public procurement association.

D. Enterprise Services timely provided public notice of the Lead State's competitive solicitation process through Washington's Electronic Business Solutions system which functions, in part, as Washington's bid notification system. *See* RCW 39.26.150.

E. The Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Cooperative Purchasing Contract to Contractor. Accordingly, Contractor is authorized, pursuant to such Cooperative Purchasing Contract, to enter into a Participating Addendum with interested Participating States.

F. Enterprise Services, on behalf of the State of Washington, has determined that, as conditioned by this Participating Addendum, participating in the Cooperative Purchasing Contract, as a Participating State, is in the best interest of the State of Washington.

G. Accordingly, this Participating Addendum enables Purchasing Entities, as defined herein, to utilize the Cooperative Purchasing Contract, as conditioned by this Participating Addendum, to purchase goods and/or services as set forth in the Cooperative Purchasing Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. DEFINITIONS.

1.1. *Contract Usage Agreement*: An agreement between *Enterprise Services* and specified entities that enables such entities to utilize *Enterprise Procurement Solutions* developed and/or identified by Enterprise Services.

1.2. *Cooperative Purchasing Contract (or NASPO ValuePoint Cooperative Purchasing Contract)*: The above-referenced contract for goods and/or services that was competitively solicited and awarded by the *Lead State* to *Contractor* and which, pursuant to a *Participating Addendum* between *Contractor* and *Participating State*, may be utilized by *Purchasing Entities* identified by the *Participating State* to purchase specified goods and/or services.

1.3. *Enterprise Procurement Solution(s)*: A procurement solution for goods and/or services developed or identified by *Enterprise Services*, on behalf of the State of Washington, that may be utilized by Washington state agencies and other specified purchasing entities to purchase specified goods and/or services. Pursuant to this *Participating Addendum*, the *Cooperative Purchasing Contract* is an *Enterprise Procurement Solution*.

1.4. *Enterprise Services*: The Washington State Department of Enterprise Services, a

Washington state governmental agency.

1.5. *Purchase Order*: Any document used by *Purchasing Entities* to purchase goods and/or services under an *Enterprise Procurement Solution* from a *Contractor*.

1.6. *WEBS*: The Washington Electronic Business Solutions system administered by *Enterprise Services*. *See* RCW 39.26.150.

2. TERM. This Participating Addendum shall terminate upon: (a) expiration of the term set forth in the Cooperative Purchasing Contract; (b) Contractor's breach of any representation and warranty set forth in this Participating Addendum; or (c) written notice of termination for convenience by Enterprise Services, whichever first occurs. Termination of this Participating Addendum, however, shall not relieve any Purchasing Entity of its responsibility to pay for goods and/or services timely ordered by such Purchasing Entity and provided to Purchasing Entity by Contractor.

3. SCOPE. This Participating Addendum covers the Cooperative Purchasing Contract awarded to Contractor. Contractor may provide products and services for the following categories:

- Group A – Multi-Function Devices, A3
- Group B – Multi-Function Devices, A4
- Group D – Single Function Printers
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I – Managed Print Services
- Sub-Group G1 – Software Related Services
- Sub-Group D1 – Specialty Printer

4. PARTICIPATION. Pursuant to this Participating Addendum, the Cooperative Purchasing Contract may be utilized by the following Purchasing Entities:

4.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

4.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any of the following specific institutions of higher education (colleges) in Washington:

(a) State universities – i.e., University of Washington & Washington State University;

(b) Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University

(c) Evergreen State College;

(d) Community colleges; and

(e) Technical colleges.

4.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities who have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
- Federal governmental agencies or entities;
- Certain public benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding; and
- Federally recognized Indian Tribes located in the State of Washington.

By placing a Purchase Order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Cooperative Purchasing Contract. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

5. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO THE COOPERATIVE PURCHASING CONTRACT.

5.1 CONTRACTOR REGISTRATION. Contractor promptly shall complete the following within seven (7) days of execution of this Participating Addendum:

(a) WEBS REGISTRATION: Contractor shall register in Washington's WEBS System at WEBS. Contractor further shall ensure that all of its information therein is current and accurate and that, throughout the term of this Participating Addendum, Contractor shall maintain an accurate profile in WEBS.

(b) STATEWIDE PAYEE DESK REGISTRATION: Contractor shall register with Washington's Statewide Payee Desk and receive a statewide vendor registration number. Washington state agencies cannot make payments to Contractor until Contractor is registered. Registration materials are available here: Receiving Payment from the State.

5.2 CONTRACT SALES REPORTING. Contractor shall report quarterly to Enterprise Services total Cooperative Purchasing Contract sales made to Purchasing Entities authorized by this Participating Addendum, as set forth below.

(a) REPORTING. Contractor shall report quarterly sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) PURCHASING ENTITY USAGE DATA. Each sales report also must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. If there are no sales during the reporting period, Contractor must report zero sales. Refer sales

reporting questions to the Primary Contact set forth below.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

5.3 VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Cooperative Purchasing Contract sales authorized by this Participating Addendum. The purchase price is the total invoice price less applicable sales tax.

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .01250.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported to Enterprise Services by Contractor. Contractor shall not remit VMF payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.

(d) Contractor's failure accurately and timely to report contract sales Purchasing Entity usage data, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend or terminate this Participating Addendum or exercise any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

5.4 NONDISCRIMINATION.

(a) NONDISCRIMINATION REQUIREMENT. During the term of this Participating Addendum, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) OBLIGATION TO COOPERATE. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Participating Addendum pursuant to RCW 49.60.530(3).

(c) DEFAULT. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Participating Addendum, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Participating Addendum in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) REMEDIES FOR BREACH. Notwithstanding any provision to the contrary, in the event of termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for damages as authorized by law including, but not limited to, any cost difference between the Participating Addendum and the replacement or cover contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasing Entities shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasing Entities for default under this provision.

5.5 CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any Purchase Order is placed by a Participating Entity pursuant to this Participating Addendum. If, at the time of any

such Purchase Order, Contractor cannot make such representations and warranties, Contractor shall not process any Purchase Orders and shall notify Enterprise Services, in writing, within three (3) business days of such breach.

(a) QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

(b) TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

(c) LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

(d) SALES TAX. Contractor represents and warrants that, for all sales to Purchasing Entities in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

(e) WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Participating Addendum and the three (3) year period immediately preceding the effective date of this Participating Addendum, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

(f) CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

(g) EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Participating Addendum, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

(h) IT POLICY & SECURITY COMPLIANCE. Contractor represents and warrants that it shall use commercially reasonable efforts to comply with the information technology policies, as applicable, for Purchasing Entity and for Contractor's Product(s) procured by Purchasing Entity. Statewide policies applicable to the Washington State Agencies' Purchasing Entities policies are located here: https://watech.wa.gov/policies. Prior to final execution of a Washington State Agency's Order with a Contractor, the Contractor's Product(s), as implemented by the Washington State Agency, may be subject to a security design review performed by Washington Technology Solutions (WATech) to ensure compliance with the State's IT security policies and standards.

(i) ACCESSIBILITY. Contractor represents and warrants it shall exercise commercially reasonable efforts to comply with the Washington State Standard 188.10 – Minimum Accessibility Standard located at https://watech.wa.gov/policies/minimum-accessibility-standard. Contractor shall regularly review its systems and at the commencement of this Contract, and annually thereafter, certify to Enterprise Services that Contractor's Services meet Standard 188.10.

5.6. DATA OWNERSHIP AND USE. Purchasing Entity's data ("Data") shall include data collected, used, processed, stored, or generated as the result of the use of the Products and Services. Data is and shall remain the sole and exclusive property of Purchasing Entity. Contractor shall: (a) keep and maintain Data in strict confidence to avoid unauthorized access, use, disclosure, or loss; and, (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data for Contractor's own purposes or for the benefit of anyone other than Purchaser without Purchaser's prior written consent. All Data must be stored and transmitted only in the contiguous United States of America.

5.7. RETURN OF DATA. Upon notice of termination of the Purchase Order, Contractor, without charges and without any conditions or contingencies, shall assist Purchasing Entity in extracting and/or transitioning all Data in the format mutually agreed upon between Purchasing Entity and Contractor. After all Data is returned, Contractor shall within sixty (60) days delete all Data from all Contractor's systems in compliance with procedures established by the National Institute of Standards and Technology (NIST). Within the same time period, Contractor shall certify to Purchasing Entity that Contractor has destroyed all Data disclosed to it under the Purchase Order.

5.8. DATA BREACH. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of Purchaser's Data by an unauthorized party ("Data Breach"), Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Participating Addendum. In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to Revised Code of Washington (RCW) 19.255.010 and RCW 42.56.590.

Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with Purchaser in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for Purchaser's review before disseminating. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties and be liable for all associated costs incurred by Purchaser in responding to or recovering from the Data Breach.

5.9. GREEN AND SUSTAINABLE PRACTICES. Contractor shall endeavor to supply and deliver Products in alignment with the State of Washington's green/sustainability strategy which, at a minimum is designed to minimize the use of unnecessary product packaging, reduce the use of toxic chemicals, and offer Purchasers, where practicable, 'green products' that provide equivalent performance. Accordingly, Contractor should review the below list of applicable state policies and standards and use commercially reasonable efforts to meet these requirements when supplying Products and services under this Participating Addendum:

(a) PROHIBITED MATERIALS. To the extent applicable to Contractor, Contractor shall adhere to Washington State Department of Ecology's ban on expanded polystyrene void filling packaging (packing peanuts). This will expand to additional expanded polystyrene products July 1, 2024.

(b) PROCUREMENT PRIORITIES. Contractor shall assist Purchasing Entities to select and purchase printer models that will efficiently utilize one hundred percent recycled content white cut sheet bond paper.

5.6 CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES.

(a) CONTRACTOR'S SALES AUTHORITY. Pursuant to this Participating Addendum, Contractor is authorized to provide only those Products/services set forth in the Cooperative Purchasing Contract as conditioned by this Participating Addendum. *See, e.g.*, § 3 – Scope. Contractor shall not represent to any Purchasing Entity that it has any authority to sell any other materials, supplies, services and/or equipment.

(b) PURCHASE ORDERS. To utilize the Cooperative Purchasing Contract, each Purchase Order must include the following information and be submitted to Contractor or its authorized dealer:

1. The following contract identification numbers, which are set forth on the first page of this Participating Addendum:
   - Washington Statewide Contract Number (26723); and
   - NASPO ValuePoint Cooperative Purchasing Contract Number (187646);
2. The Purchase Order amount; and
3. Purchaser's contact information (i.e., name, address, telephone number, email).

(c) INVOICES. Contractor must provide a properly completed invoice to

Purchasing Entities. All invoices are to be delivered to the address indicated in the applicable Purchase Order. Each invoice must include the following:

1. Each of following contract identification numbers, which are set forth on the first page of this Participating Addendum:
    - Washington Statewide Contract Number (26723); and
    - NASPO ValuePoint Cooperative Purchasing Contract Number (187646);
2. Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management through Washington's Statewide Payee Desk;
3. The Purchasing Entity's applicable Purchase Order number; and
4. Any applicable volume discounts.

5.7 TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

(a) TERMINATION. The Purchaser may terminate Purchase Orders with no penalties or charges from the Contractor as follows: (a) upon the mutual written agreement of the parties; (b) where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the Purchase Order; and (c) as otherwise expressly provided for in the Purchase Order. The Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) below without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

(b) NO AUTOMATIC RENEWAL. Contractor shall not include any automatic renewal provisions in their quotes or ordering documents. Any such automatic renewal provisions will have no effect and will not be binding to the Purchasing Entity. Upon the expiration of the initial Purchase Order term, Purchasing Entity, at its sole discretion, may send a request to Contractor to renew the Purchase Order. If there is no such request for extension, the parties will have no further obligations to each other under the Master Agreement and this Participating Addendum.

(c) TERMINATION FOR NON-APPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Participating Addendum and Purchasing Entities may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchasing Entities, if it's determined that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Participating Addendum or applicable Purchase Order; or (b) that a change in available funds affects

Purchasing Entity's ability to pay under the applicable Purchase Order. If a written notice is delivered under this provision, Purchasing Entity will reimburse Contractor for Products properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for non-appropriation or reduction of funds or changes in law, Purchasing Entity will have no obligation or liability to Contractor.

(d) TERMINATION FOR PUBLIC CONVENIENCE. Purchasing Entity, for public convenience, may terminate the Purchase Order; Provided, however, that such termination for public convenience must, in the Purchasing Entity's judgment, be in the best interest of the State of Washington; and Provided further, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and Provided further, that such termination for public convenience shall not relieve any Purchasing Entity from payment for Products/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, Purchasing Entity shall have no obligation or liability to Contractor.

(e) PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Participating Addendum, notwithstanding any provision to the contrary, in no event shall a Purchasing Entity's Purchase Order pursuant to this Participating Addendum that is executed prior to expiration of this Participating Addendum allow for Contractor to provide Products and/or Services more than twelve (12) months beyond the expiration date of the Participating Addendum.

(f) CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of a Purchase Order, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Products and/or Services sold hereunder and all provisions of the Participating Addendum that, by their nature, would continue beyond the expiration, termination, or cancellation of the Purchase Order shall so continue and survive; and (b) promptly return to Purchasing Entity all keys, badges, and other materials supplied by Purchasing Entity for the performance of such Purchase Order.

6. NO RE-STOCKING FEE. Contractor and/or Authorized Fulfillment Partner(s) shall not charge Purchasing Entities a re-stocking fee for products not accepted by Purchasing Entity throughout the term of this Participating Addendum.

7. LEASE AGREEMENTS. Leasing or renting equipment is allowed throughout the term of the Participating Addendum. Purchasing Entities that are state agencies, must follow the Office of Financial Management (OFM) Statewide Administrative and Accounting Manual (SAAM), policy 85.72.25 and 90.40.45 regarding any leases of equipment.

8. **PRIMARY CONTACTS**. The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Participating State
Attn: Kasey Brown
State of Washington
Washington Dep't. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 791-6932
Email:
descontractsteamcypress@des.wa.gov

Contractor
Attn: Sharp Electronics Corporation
Ryan Kirchoff
100 Paragon Drive
Montvale, NJ 07645
Tel: (303) 588-0908
Email: kirchoffR@sharpsec.com

9. **CONTRACTOR'S AUTHORIZED FULFILLMENT PARTNERS:** Contractor shall not subcontract, assign, or otherwise transfer its obligations under the Master Agreement and this Participating Addendum without Enterprise Services' prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participating Addendum.

(a) AUTHORIZED FULFILLMENT PARTNER AUTHORIZATION. Contractor is authorized, without additional approval by Enterprise Services, to utilize its Authorized Fulfillment Partners to provide sales and service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum. Contractor shall ensure any Authorized Fulfillment Partners to be utilized under this Participating Addendum are registered in WEBS and the Payee Desk per Section 5.1 of this Participating Addendum. Contractor shall maintain a list of such Authorized Fulfillment Partners utilized for this Participating Addendum, and upon request, promptly provide Enterprise Services with such list and any updates.

(b) CONTRACTOR RESPONSIBILITY FOR AUTHORIZED FULFILLMENT PARTNERS. Contractor shall be responsible to ensure that all requirements of the Master Agreement (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Authorized Fulfillment Partners. In no event shall the existence of a subcontract between Contractor and its Authorized Fulfillment Partner operate to release or reduce Contractor's liability to the Participating State or any Purchasing Entity for any breach of the Master Agreement or this Participating Addendum. As to Participating State and Purchasing Entity hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Authorized Fulfillment Partner.

(c) PURCHASER PAYMENT REGARDING CONTRACTOR'S AUTHORIZED FULFILLMENT PARTNERS. Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Master Agreement and this Participating Addendum, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that, in the event any such

sales or services are performed by a Authorized Fulfillment Partner for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor's identified Authorized Fulfillment Partner. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor's Authorized Fulfillment Partner, Contractor shall remain responsible for performance.

(d) CONTRACT SALES REPORTING. Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Authorized Fulfillment Partner, and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Master Agreement's records retention requirements.

(e) SMALL, DIVERSE, AND VETERAN BUSINESS INCLUSION GOALS. Contractor shall make commercially reasonable efforts to include Washington State small, diverse, and veteran-owned businesses as Authorized Fulfillment Partners, as defined by RCW 39.26.010 (22a), RCW 39.26.010 (22b), and RCW 43.60A.190 (2)

10. ORDERS. Unless the parties to the applicable Purchase Order agree in writing that another contract or agreement applies to such Purchase Order, any Purchase Order placed by a Purchasing Entity for products and/or services available from the Cooperative Purchasing Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Cooperative Purchasing Agreement as conditioned by this Participating Addendum.

11. GENERAL.

9.1. ENTIRE AGREEMENT; MODIFICATION. This Participating Addendum and the Cooperative Purchasing Contract, together, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

9.2. PUBLIC INFORMATION. This Participating Addendum, all related documents, and all records created as a result of the Participating Addendum and Cooperative Purchasing Contracts, are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails

to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

9.3. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

9.4. AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

9.5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Participating Addendum or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

9.6. COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED AND EFFECTIVE as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**	**SHARP ELECTRONICS CORPORATION** **A NEW YORK CORPORATION**
By: Elena McGrew	By: Mike Marusic
Elena McGrew	Mike Marusic
Its: Statewide Enterprise Procurement Manager	Its: President & CEO
Date: April 24, 2024	Date: April 23, 2024

Signature: Elena McGrew

Email: elena.mcgrew@des.wa.gov

Sharp PA 4-23-2024_vendor.signed

Final Audit Report 2024-04-24

Created:	2024-04-23
By:	Kasey Brown (kasey.brown@des.wa.gov)
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