



## 2016 BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
DeNicola	✓			
Felice	✓			
Ganz	✓			
Sullivan	✓			
Voss	✓			
Zur	✓			
Chairman Tanelli	✓			
TOTALS	7	-	-	-

Resolution No. 198-16  
 Date: March 9, 2016  
 Page: 1 of 7  
 Department/  
 Division: Administration Finance / Purchasing  
 Purpose: Authorize participation in the WSCA-NASPO Cooperative Purchasing Organization Master Agreement (Nevada RFP 3091)  
 Account No. \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Dollar Amount: \_\_\_\_\_  
 Prepared By: GTR:jh

Offered by: Zur  
 Seconded by: Sullivan  
 Approved by: [Signature]

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders on above date at the Regular Meeting by:

[Signature]

Lisa Sciancalepore, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

**WHEREAS**, the State of Nevada Cooperative Purchasing Organization Master Agreement (Nevada RFP 3091), hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

**WHEREAS**, on March 9, 2016 the Bergen County Board of Chosen Freeholders, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

**NOW, THEREFORE BE IT RESOLVED** that, Gerald T. Reiner, Jr., CCPO, QPA, the County's Purchasing Agent that this Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the County of Bergen; and, be it further

**RESOLVED**, Pursuant to the provisions of N.J.S.A. 40A:11-11(5), that the County Executive or the County Administrator is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency; and, be it further

**RESOLVED**, The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

**PARTICIPATING ADDENDUM to  
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")  
Between**

Sharp Electronics Corporation  
(hereinafter "Contractor")  
And

County of Bergen, New Jersey acting as the Lead Agency for Cooperative Purchasing  
Pricing Systems #11BeCCP & #CK04  
(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/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official. The County's chief procurement official has authorized local governmental entities within the Cooperative to enter into 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.)

**[Replace this with specific changes or a statement that No Changes Are Required]**

**4. Leases:**

- (a) **Lease Terms:** Capital Leases, Fair Market Value Leases and Operational Leases will be subject to the terms and conditions of the 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.

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(b) 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.*

(c) 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.

(d) NON-APPROPRIATION OF FUNDS. Customer intends to remit to Lessor all Lease Payments and other payments for the full Term specified in the applicable Lease Order if funds are legally available. In the event Customer is not granted an appropriation of funds at any time during the Term for the Product or for product which is functionally similar to the Product and operating funds are not otherwise available to Customer to pay Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Customer, Customer shall have the right to return the Product in accordance with these Lease Terms and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer, except as to the portion of the Lease Payments for which funds

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shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Customer's fiscal period, Customer's chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by Customer; and (c) Customer has exhausted all funds legally available to pay Lease Payments. If Customer terminates the Lease because of a non-appropriation of funds, Customer may not purchase, lease or rent, during the subsequent fiscal period, product performing the same functions as, or functions taking the place of, those performed by the Product; provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of the Lease. This Section shall not permit Customer to terminate the Lease in order to acquire any other product or to allocate funds directly or indirectly to perform essentially the application for which the Product is intended.

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	<a href="mailto:pulverc@sharpsec.com">pulverc@sharpsec.com</a>

Local Contract

Name	Sharp Electronics, xxxxxxxxxxxxxxxx, Government Account Executive
Address	
Telephone	
Fax	
E-mail	

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Participating Entity

Name	County of Bergen acting as the Lead Agency for Cooperative Purchasing Systems #11BeCCP & #CK04
Address	One Bergen County Plaza, Rm 331
Telephone	201-336-7111
Fax	
E-mail	greiner@co.bergen.nj.us

**6. Subcontractors:**

All [contactor] dealers and resellers authorized in the State of New Jersey, as shown on the dedicated [**contractor**] (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Agreement. The [**contractors**] 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 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 Coopertive contract number: **#11BeCCp or #CK04** 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

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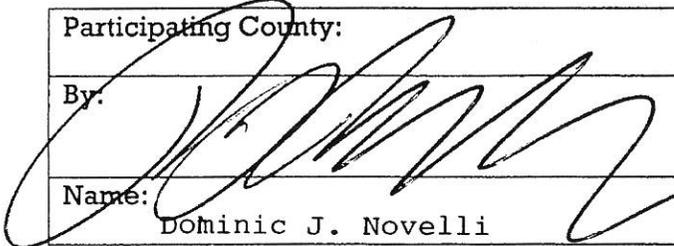
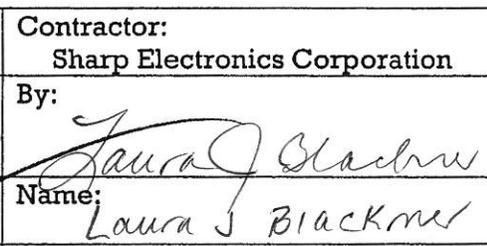
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(administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect 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.

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

Participating County:	Contractor: Sharp Electronics Corporation
By: 	By: 
Name: Dominic J. Novelli	Name: Laura J. Blackmer
Title: County Administrator	Title: Sr. VP Sales
Date: 3/21/16	Date: 3/22/16

[Additional signatures as required by Participating State]

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

<b>WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION</b>	
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>

# MEMORANDUM



## Board of Chosen Freeholders County of Bergen

One Bergen County Plaza · 5<sup>th</sup> Floor  
Hackensack, NJ 07601-7076  
201-336-6200 · Fax 201-336-6290

**Date:** March 10, 2016  
**To:** Office of County Counsel  
**From:** Lisa Sciancalepore, Clerk to the Board  
**Subject:** Resolution authorizing participation in the WSCA-NASPO  
Cooperative Purchasing Organization Master Agreement  
(Nevada RFP 3091)

We are enclosing a certified copy of Resolution #198-16 adopted  
by the Board of Chosen Freeholders on March 9, 2016 authorizing the above.

LS/sg  
Enc.

c: Administration & Finance  
Purchasing ✓

