

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Toshiba America Business Solutions, Inc., 25530 Commercentre Drive, Lake Forest, CA 92630 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **WARRANTY.** Vendor warrants and covenants that it will deliver title to the goods under this Contract (1) free and clear of all security interest, liens, restrictions or encumbrances of any kind, and (2) that the goods will be free from defects in materials and/or workmanship, consistent with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, VENDOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES HEREIN, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE AND TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE PROVIDED "AS IS". Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;

- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly

note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit payment of the Administrative Fee, as calculated below, to Sourcwell during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn:

Accounts Receivable” or remitted electronically to Sourcewell’s banking institution per Sourcewell’s Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

The Administrative Fee for each Participating Entity transaction will be calculated using the rate of one and one-half percent (1.5%) of the Total Sales for the transaction. Total Sales will consist of the sum of the Equipment Component and the Maintenance Services Component, and will be based on the amount the Participating Entity pays in the transaction, not the contract or list price.

Equipment Component equals the amount the customer paid for equipment purchases or, for leases, the funded amount.

Maintenance Services Component for Toshiba MFP’s and accessories equals a one-time payment amount matching the Equipment Component (this will cover service billing over the term of the contract).

The Administrative Fee will not be shown as a separate line item on the Participating Entity’s invoice. Vendor will remit the Administrative Fee to Sourcewell for each transaction pursuant to the reporting requirements stated in this Contract.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

Vendor may assign to a third party finance partner, without notice, all of Vendor's rights, title and interest in and to (a) the equipment covered by Lease Agreements entered into as a result of this Contract, including the obligation to provide the right to use the Equipment, (b) all rights and remedies therein, including the right to collect rent due thereon, to repossess the property in the event of default by Participating Entities under the Lease Agreement and the right to initiate and maintain such legal proceedings, and (c) Vendor's rights under the Lease Agreement, including the right to receive equipment payments thereunder. None of Vendor's obligations under this Contract or the Lease Agreement, however, are assumed by the assignee.

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor will not be liable to the extent loss, liabilities, damages, costs and/or expenses are caused by Sourcewell or its employees' actions or omissions. Vendor will not be liable for consequential, indirect or incidental damages.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Vendor will defend, indemnify, and hold harmless Sourcewell, Participating Entities, and their officers, employees, and agents, from and against all liability, loss, damage, cost, and expense, including reasonable attorneys' fees, and all claims, suits, and demands therefore, directly arising out of or resulting from claims that the products and services infringe the patent, copyright, trade secret or other intellectual property right of a third party.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

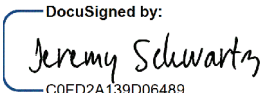
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

22. CANCELLATION


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

Sourcewell

Toshiba America Business Solutions, Inc.


DocuSigned by:

 C0FD2A139D06489...

By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 5/6/2021 | 1:20 PM CDT
 Date: _____

DocuSigned by:

 E85EAFB8EB1C41B...

By: _____
 Scott Maccabe
 Title: President & CEO
 5/6/2021 | 11:07 AM PDT
 Date: _____

Approved:

DocuSigned by:

 7E42B8F817A64CC...

By: _____
 Chad Coauette
 Title: Executive Director/CEO
 5/6/2021 | 1:30 PM CDT
 Date: _____

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

Vendor Details

Company Name: Toshiba America Business Solutions, Inc.
Does your company conduct business under any other name? If yes, please state: CA
Address: 25530 Commercentre Drive
Lake Forest, CA 92630
Contact: Carol Howard
Email: gem@tabs.toshiba.com
Phone: 312-401-1607
Fax: 312-401-1607
HST#: 33-0865305

Submission Details

Created On: Thursday January 14, 2021 17:59:58
Submitted On: Wednesday March 03, 2021 11:40:12
Submitted By: Carol Howard
Email: gem@tabs.toshiba.com
Transaction #: f2309805-6b78-4e4e-8a8e-3315d420d6ef
Submitter's IP Address: 73.92.125.5

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|---|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | Toshiba America Business Solutions, Inc. |
| 2 | Proposer Address: | 25530 Commercentre Drive Lake Forest, CA 92630 |
| 3 | Proposer website address: | http://business.toshiba.com/ |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Scott Maccabe President & CEO 25530 Commercentre Drive Lake Forest, CA 92630 Phone: 949-462-6800 Email: scott.maccabe@tabs.toshiba.com |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Frank Sciutto Regional Sales Manager/Midwest - FED/SLED 8770 West Bryn Mawr Avenue, Suite 700 Chicago, IL 60631 Phone: 513-256-3156 Email: frank.sciutto@tabs.toshiba.com |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Kirk Pierson Director, Federal & Consortium Sales 25530 Commercentre Drive Lake Forest, CA 92630 Phone: 949-462-6330 Email: kirk.pierson@tabs.toshiba.com Martin Quinn Director, Consortium Sales 25530 Commercentre Drive Lake Forest, CA 92630 Phone: 240-731-9962 Email: martin.quinn@tabs.toshiba.com Christina Fisher Director, Bids, Proposals & Contracts 25530 Commercentre Drive Lake Forest, CA 92630 Phone: 949-462-6325 (Office); 949-887-8944 (Mobile) Email: christina.fisher@tabs.toshiba.com Rick Jackson Sr. Contracts Specialist 25530 Commercentre Drive Lake Forest, CA 92630 Phone: 949-462-6089 (Office); 646-785-9556 (Mobile) Email: rick.jackson@tabs.toshiba.com |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
|---|--|---|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Toshiba America Business Solutions, Inc. (TABS) manages product planning, marketing, sales, service support and distribution throughout North America., Mexico, Brazil, Latin America, and the Caribbean. Toshiba Tec Business Solutions Canada Inc (TTCS) is headquartered in Markham ON with offices across Canada. Our sales and service network also extends to over 190 countries and all major continents.</p> <p>Established in 1875, our parent company Toshiba Corporation began as a major supplier of telegraphy devices used in long distance communications. It quickly earned the reputation for innovation becoming a leading pioneer of some of the world's most significant technologies, including digital imaging and document management products, telegraph machines, MRI technology, air traffic control systems, semiconductors, flat panel displays, disk drives, business telephone systems, and laptop computers.</p> <p>Toshiba has been in the office equipment industry for over 40 years. We have been manufacturing facsimile devices since 1946; copiers since 1974; multifunctional products since 1997; printers since 2000; professional document services since 2000; and providing Managed Print Services (MPS) since 2003. Our customer base represents a broad range of vertical markets including cooperative purchasing organizations, Federal, State, and Local government agencies, higher education, K-12 schools (public and private/parochial), non-profit/not for profit agencies, healthcare, retail, entertainment, manufacturing, financial, legal, transportation, and construction.</p> <p>We are part of a global manufacturer of information and communications equipment, electronic devices and components, medical and industrial systems, power systems, consumer and business electronics, household appliances, and more. This has opened the door to many successful B2B and B2C partnering arrangements.</p> <p>Toshiba's vision - to be the most trusted print and digital communications provider that empowers new and better ways to deliver ideas and information - is based on our belief that the most successful organizations are those that communicate in the most effective way. Our goal at Toshiba is to be a leader in document technologies, products, services and solutions that improve our customers' work processes and business results while exercising fiscal responsibility.</p> <p>The client is at the center of everything we do at Toshiba and the philosophy that we apply to our products and services is based on the company's mission statement: "As a technology company, we go way beyond printing. We are a creative and nimble organization that empowers our people to do whatever it takes to help our customers succeed."</p> |
| 8 | What are your company's expectations in the event of an award? | <p>If awarded, this contract would serve as a valuable vehicle for Toshiba to market and sell its entire portfolio of in-scope products consisting of multifunction products (MFPs), printers, professional services, software solutions, and digital signage to government agencies and educational institutions across the U.S. and Canada. In turn, we will provide participating entities with a broad scope of print and communication technologies from which to choose that best fits their respective organizations within this commodity category. This contract also streamlines the procurement process for both awarded vendors and buyers and reduces administrative burdens, time, and costs inherent in the RFP process.</p> |
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>TABS has the financial stability and capacity to support all Sourcewell and Participating Entities' needs throughout the term of this contract. TABS is an operating company of Toshiba TEC Corporation (TTEC), a world leader in high technology products with annual revenues of over \$4.3 billion in 2020. Independently, TABS continues to be a leading provider of multifunction products, managed print solutions and digital signage as well as award-winning levels of customer service.</p> <p>Toshiba has developed and implemented mid and long-term management strategies to generate strong future growth in the current global business environment and to ensure that we have a steady, strong, and highly profitable business structure and robust financial foundation to withstand rapidly changing economic and market conditions.</p> <p>As evidence of our financial standing, we have included TTEC's 2018, 2019, and 2020 annual reports as separate attachments to this proposal. These documents can also be accessed at the following links:</p> <p>2020 Annual Report: https://www.toshibatec.com/company/ir/material/pdf/integrated_report2020.pdf</p> <p>2019 Annual Report: https://www.toshibatec.com/file/ar2019.pdf</p> <p>2018 Annual Report: https://www.toshibatec.com/file/ar2018.pdf</p> |

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| 10 | What is your US market share for the solutions that you are proposing? | Toshiba ranks 5th overall in the industry based on the number of copier units shipped according to International Data Corporation (IDC), a global market intelligence firm. Our products have long been the preferred choice in North America, Europe and Japan, and we boasted the #1 market share in China for 18 years. | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | Toshiba Tec Canada Business Solutions Inc. (TTCS) maintains a market share in Canada of 12%. | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | <p>Toshiba America Business Solutions, Inc. is the representative of the manufacturer, Toshiba TEC Corporation (TTEC).</p> <p>While Toshiba is the representative of the manufacturer as noted above, we utilize two highly capable and effective channels of distribution: Toshiba's network of company owned channels located in the USA and Canada, respectively: Toshiba Business Solutions (TBS), and Toshiba Tec Canada Business Solutions; and our Independent Dealer Channel comprising of independently owned and operated reseller partners positioned throughout the USA and Canada. All are authorized resellers of our own products as well as those of the many other product manufacturers with which we have established partnerships, such as HP, Brother, Lexmark, Fujitsu, Kodak Alaris, RISO, and KIP America.</p> <p>Toshiba also is a partner and authorized reseller of a variety of third-party software manufacturers including PaperCut, XMedius, Drivve, Pharos, DocuWare, and others whose products enhance the capabilities of our MFDs.</p> <p>Toshiba provides sales and service through our nationwide network of service providers consisting of our direct branches comprised of Toshiba employees and authorized service providers comprised of third party employees operating as Toshiba agents.</p> <p>Our sales and service network is a very important element of our company's success. Throughout, they are required to demonstrate outstanding customer service in terms of standards of quality, adherence to service levels, safety, security, and compliance with Toshiba policies and procedures that is continually measured and tracked. Both direct and independently-owned Toshiba dealers are bound by the terms and conditions of their Dealer Agreement and National Account Program Agreement, which is executed annually.</p> <p>All sales and service efforts are supported by a complete corporate support organization, equipped to manage all account aspects, including contract administration, implementation, marketing, service delivery, billing, and customer service. They are managed and guided by our direct corporate sales team comprised of Executive Management, Regional Sales Managers and District Sales Managers who are all well versed in the GPO and government channels.</p> | * |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>As a company, Toshiba holds many national certifications such as ISO 9001 Quality Management System, ISO 14001 Environmental Management System, ISO45001 Occupational Health and Safety standards, and Six Sigma that are essential to our development and manufacturing of high-quality products.</p> <p>At the individual level, our technicians are factory certified on the hardware which they will support. Additional certifications and skill level requirements depend on their specific job duties. For example, requirements may include Novell or MSE certification. In addition to the certification training, service technicians stay current with the industry's technology by attending Toshiba service schools, seminars, technical assistance programs and other training courses.</p> <p>Toshiba Tec Canada Business Solutions Inc. has demonstrated strong environment leadership and a commitment to the protection and enhancement of the environment by successfully certifying all thirteen of its Canadian facilities to the ISO 14001 Environmental Management System Certification beginning in 2014.</p> | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | None | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|----------|------------|
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| | | |
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| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>Toshiba's reputation as a leading manufacturer of award winning products and solutions is evidenced by the numerous industry awards that we have received in performance, technical achievement and business efficiency from BLI, Better Buys for Business, BERTL, Industry Analysts, Inc., Channel's Choice, CIO Magazine and others. Among our awards and achievements in the past five years are:</p> <ul style="list-style-type: none"> • Recipient of Cannata Report's 2020 Frank Award for Best Technical Service. The award recognizes Toshiba's exceptional technical support. This year's honor represents the 17th Frank Award Toshiba has won. • Better Buys for Business awarded Toshiba's e-STUDIO 330AC/400AC its Q4 2020 Editor's Choice Award. • Analyst firm Keypoint Intelligence awarded Toshiba with its Buyers Lab 2020–2021 PaceSetter award in Logistics. Keypoint Intelligence also awarded Toshiba the prestigious honor in 2018–2019. • Better Buys for Business awarded Toshiba's e-STUDIO 2829A and e-STUDIO 2329A monochrome multifunction devices its Q1 2020 Editor's Choice Award for their unique feature array and extreme value for small-to-medium-sized businesses. • In 2019, Toshiba was recognized by Newsweek for driving innovation through our Encompass Managed Print Services Offering on its Best in Business Tools list. • Better Buys for Business recognized Toshiba's e-STUDIO 5015AC Series with its 2019 Innovative Product of the Year. • Better Buys for Business awarded Toshiba's e-STUDIO8518A Series its Q1 2019 Editor's Choice Award. • Keypoint Intelligence awarded Toshiba's e-STUDIO4518A with its 2019 Winter Pick Award. • Keypoint Intelligence presented Toshiba with its 2019 Buyers Lab Pick Award - the industry's premier accolade - as Outstanding MFP Customization Tool for its Elevate™ MFP customization platform. • Toshiba won the 2018 Gold Stevie Award in the business-to-business product category for World's First Hybrid Copier. • Toshiba was awarded the 2018 Brandon Hall Group Bronze award for excellence in corporate learning and development. • In 2017, Toshiba won the BTA Channel's Choice Award in the prestigious Primary Product Line Provider category for a record 14th time. • Toshiba was recognized for its innovative products and service by winning The Cannata Report's 2017 Frank Awards for 'Best-in-Class Manufacturer' and 'Best A3 Manufacturer.' • Toshiba received the Gold Stevie® Award for 'Best Sales Meeting of the Year' in recognition of its LEAD conference in held in 2016. |
| 17 | What percentage of your sales are to the governmental sector in the past three years | <p>TABS' average sales percentage to the governmental sector over the past three years is over 20%.</p> <p>Toshiba Tec Canada Business Solutions Inc.'s (TTCS) average sales percentage to the governmental sector over the past three years is approximately 7%.</p> |
| 18 | What percentage of your sales are to the education sector in the past three years | <p>TABS' average sales percentage to the education sector over the past three years is over 28%.</p> <p>Toshiba Tec Canada Business Solutions Inc.'s (TTCS) average sales percentage to the education sector over the past three years is approximately 12%.</p> |

| | | | |
|----|--|---|---|
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>Toshiba has active statewide buying contracts with the states of Minnesota, Ohio, Arizona, Arkansas, Texas, Florida, Georgia, Louisiana, North Carolina, South Carolina, Mississippi, Connecticut, New York, Commonwealth of Pennsylvania and Commonwealth of Massachusetts. Government entities include counties, cities, and municipalities. We are also proud to have existing partnerships with government cooperative organizations that include:</p> <ul style="list-style-type: none"> • Region 4 Education Service Center, OMNIA Partners, Houston Texas, Managed Print Solutions. OMNIA Partners unites industry-leading buying power and world-class suppliers to offer an extensive portfolio of sourcing solutions and partnerships. Open to all participating U.S. states, the District of Columbia, and U.S. territories. • Texas Department of Information Resources (DIR), Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Open to eligible Texas state agencies, higher education, K-12 school districts, local governments and entities of other states. • The Interlocal Purchasing System (TIPS), Copiers, Fax and Multifunction Machines. Cooperative purchasing program that is authorized by the Region 8 Education Service Center. TIPS agreements are open to schools, colleges, universities, cities, counties, and other government entities in all 50 states. • NASPO ValuePoint Cooperative Contract, Copiers and Managed Print Services. Open to state and local governments as well as K-12 schools and higher education institutions. States with a Participating Addenda are Alabama, Alaska, California, Colorado, Connecticut, Florida, Hawaii, Idaho, Kentucky, Louisiana, Maryland, Massachusetts, Missouri, Montana, New Mexico, Oregon, South Carolina, Utah, Vermont, Washington, and Wisconsin, • Massachusetts Higher Education Consortium (MHEC), Copiers, Digital Duplicators & Fax: Equipment, Supplies & Maintenance. Participating states are Massachusetts, Maine, Vermont, New Hampshire, Rhode Island and Connecticut. • King County Directors Association (KCDA) Cooperative, Copiers/Multifunction Devices. KCDA's membership is made up of K-12 school districts, private schools, municipalities, political subdivisions and other public agencies in, but not limited to, Washington, Oregon, Idaho, Alaska, and Montana. • Erie 1 Board of Cooperative Educational Services 1 (Erie 1 BOCES), High Speed Network Digital Printers. Open to over one hundred school districts in the western region of New York State. • Commonwealth of Pennsylvania's cooperative purchasing (COSTARS), Copiers, Document Imaging and Multifunction Devices. Open to members throughout the Commonwealth of Pennsylvania. <p>Annual sales volumes for these contracts are considered confidential.</p> | * |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | None. Toshiba is, however, an Authorized Government Reseller for companies and dealer partners that have GSA contracts to provide Toshiba copiers to the Federal Government. Annual sales volumes for these contracts are not available. | * |

Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|--|---|
| State of Ohio 4200 Surface Road, Columbus, OH 43228 | Lloyd Harmon State Procurement Analyst | 614-644-1788 Email: lloyd.harmon@das.ohio.gov | * |
| Elgin Independent School District 1002 N. Avenue C, Elgin, TX 78621 | Roberto (Bobby) Vasquez Director of Purchasing and Organizational Planning | 512-237-2487 Email: rvasquez@elginisd.net | * |
| City of Aurora 44 E Downer Place, Aurora, IL 60505 | Jolene Coulter Director of Purchasing | 630-256-3550 Email: JCoulter@aurora-il.org | * |
| Terrell Independent School District 700 N. Catherine Street, Terrell, TX 75160 | Ashley Hess Business and Operations | 972-563-7504 Ext. 3366 Email: ashleyhess@terrellisd.org | |
| Smithville Independent School District PO Box 479, Smithville, TX 78957 | Terri Harris Business and Finance | 512-237-2487 Email: tharris@smithvilleisd.org | |

Table 5: Top Five Government or Education Customers

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

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|-------------------------------|---------------|--------------------|---|--|----------------------------------|---|
| Large Public School District | Education | California - CA | Managed Print Services | Over 4,000 Toshiba MFPs and 6,000 printers at 950 schools. | \$22 Million | * |
| Large State Cooperative | Government | Texas - TX | Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services | Placed over 660 units statewide over the past 14 months. | \$20 Million | * |
| State Government | Government | Florida - FL | Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies & Services | Over 3,000 devices statewide. | \$18 Million | * |
| State Department of Education | Education | New York - NY | Copiers and Managed Print Services | 300 Toshiba MFPs plus Managed Print Services for 1000+ printers. | \$16 Million | * |
| Large Public University | Education | Massachusetts - MA | Multi-Functional Device Print Management | Over 850 Toshiba and Lexmark devices over their five campuses. | \$7 Million | * |

Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * | |
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| 23 | Sales force. | <p>Toshiba administers its National Accounts Program through a team comprised of thousands of sales executives, business-to-business sales professionals, technical experts, and administrative personnel employed by our direct branches and independent service providers. This team is managed and guided by our direct corporate sales team comprised of Executive Management, Regional Sales Managers and District Sales Managers who are all well versed in the GPO, government, and education channels. Toshiba's Sales Force expertise, including employees of authorized agents, are located strategically across the US & Canada in all major and minor markets, ensuring that no matter the contracting entity, experienced sales and service agents will be readily available.</p> <p>All sales and service efforts will be supported by a complete corporate support organization, equipped to manage all account aspects – including initial contract activities, implementation, marketing, billing service delivery, and customer service. In essence, our entire organization is actively engaged in providing sales, service, and support to National Account customers.</p> | * |
| 24 | Dealer network or other distribution methods. | Sales and service will be accomplished through a combination of direct Toshiba branches and independent, factory trained service providers who operate as Toshiba agents. Each office, in turn, is staffed with sales professionals, service managers, technicians and support personnel. The Sourcewell relationship will be managed by our direct team of Executive Management, Regional Sales Managers and District Sales Managers. | * |

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| 25 | Service force. | <p>Toshiba maintains a comprehensive sales and service support network across the U.S. We have over 3,500 service technicians and technical experts nationwide to support our customers. Globally, our service support network consists of 20,000 engineers working in more than 190 countries to support service technicians and customers.</p> <p>Service technicians will have access to multiple levels of technical and engineering personnel at the local, regional, and national levels to support both our account management team and the customer:</p> <ul style="list-style-type: none">• Toshiba engineers and IT staff for local hardware and software support.• Toshiba's InTouch Center (help desk) in our Lake Forest corporate office for networking and printing issues.• Toshiba's Regional Offices for advanced support on all digital products.• Toshiba's Advanced Technical Services Group in our corporate office for sustained support on all digital products.• Marketing Solutions Engineers for resolving connectivity, integration, networking, and software-related issues at customer sites.• Toshiba's Professional Services group: Staffed with enterprise content management experts skilled in identifying client requirements and applying the right resources to design and implement the best solution. <p>TTCS has direct sales/service offices in Vancouver, Calgary, Edmonton, Red Deer, Regina, Saskatoon, North Battleford, Yorkton, Winnipeg, Markham, Ottawa, Montreal, and Quebec City. TTCS along with our extensive dealer network (coast to coast) gives Toshiba one of the largest sales and service distribution centres of Imaging Products in Canada.</p> |
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| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Toshiba's service and support model focuses on the use of highly experienced, certified, and responsive technicians; adherence to strict maintenance schedules; tracking equipment performance; and compliance with manufacturer specifications and customer requirements. With local technicians and support staff, we can provide consistent, high-quality service throughout the term of the contract. Our customer service program includes:</p> <p>Industry-Leading Service Organization: Toshiba's service program combines industry best practices and stringent service levels to provide our clients with the highest level of field maintenance possible, which includes our network of Toshiba-trained and certified service technicians, centralized dispatch, technical and IT support, online device and fleet management, and other value-add programs.</p> <p>Prompt and Reliable Service: Trained and certified service technicians will correct any deficiencies and perform repairs in response to service calls. This includes necessary adjustments to equipment, repairs, or replacement of parts which Toshiba determines to be unserviceable.</p> <p>While we expect to mutually agree upon a service level agreement with each participating entity, Toshiba can commit to an average on site response time for Toshiba product of four (4) hours after receipt of a service call. Rural locations (anything outside of a 50-mile radius of a metropolitan area) may require additional time. For non-Toshiba product, the average response time is next business day.</p> <p>Preventive Maintenance: Technicians perform all scheduled preventive maintenance on time and to your satisfaction to ensure your products are always running at optimum levels. This includes identifying potential problems and correcting them before they occur to increase the uptime of your units and reduce the number of service calls. To aid in maximum uptime of a participating entity's device, Toshiba utilizes e-BRIDGE CloudConnect (ECC). ECC is a utility inherent to our devices that provides remote monitoring, diagnostics and firmware updates of our customers' print fleet.</p> <p>Centralized Dispatch: To simplify the service call process and ensure timely response, Toshiba utilizes a centralized service call request process through Toshiba's National Dispatch Center, which is staffed by experienced customer support personnel. You will be provided with a toll-free and web-based access to the Dispatch Center from anywhere and at any time.</p> <p>Local Inventory: Toshiba maintains a ready inventory of sufficient service parts, supplies and consumables to support a client's entire machine population. Also, each technician carries a standard car stock of consumables and parts on each call that is monitored daily.</p> <p>Escalation Management: Our technical team supports all aspects of our product including hardware, connectivity, and many solutions. In the event the problem cannot be resolved through first level triage, an escalation process is in place to engage advanced technical personnel including the involvement of factory engineers if required.</p> <p>Incentive Programs: Toshiba service technicians are incentivized and receive bonuses based on various merit-based criteria, such as call efficiency and productivity. Toshiba offers formal recognition and reward programs such as our ProMasters Elite Certification program, which measures authorized service providers across three areas critical in delivering a high-quality customer experience: exceptional service, training, and customer support.</p> |
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| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | <p>The public sector, which includes education, is Toshiba's core vertical focus, where we compete very aggressively at all levels – national and regional cooperatives, state and local government, K-12 schools, higher education, and various non-profit/not for profit organizations. In fact, sales into these markets represent nearly 50% of TABS' total sales.</p> <p>Toshiba possesses extensive experience and expertise selling competitively to cooperative purchasing organizations like Sourcewell who, in turn deliver value and cost savings to their participating members. We also support numerous State and Local Government entities (County, City, Village, Township, etc.), K-12 school districts, and Institutions of Higher Education throughout the U.S. as well as local and national clients from other industries.</p> <p>The Sourcewell cooperative contract will be managed under Toshiba's National Accounts Program, which combines our national sales, service, marketing, and technical support expertise with a local touch that assures you of easy, uninterrupted access to local service expertise. This structure has been very successful on other major cooperative purchasing agreements. Under this program, we ensure consistency of service and support across your entire enterprise.</p> <p>The program will be guided by our Executive and Account Management teams who are well versed in the consortium, government, and education channels. They in turn will be supported by Toshiba's backbone of tenured and highly skilled staff within the areas of contract administration, implementation, marketing, billing service delivery and customer service.</p> <p>Prior to implementation, Toshiba delivers extensive training to all assigned departments tasked with communicating the various data points including but not limited to, installation and delivery schedules, service levels, on-site performance expectations, and any other customer requirements to ensure a consistent message and execution across locations.</p> |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | <p>TTCS's National Account Program was designed to manage nationwide corporations, government agencies, municipal governments, universities, and school boards. Toshiba has policies and procedures in place to ensure a smooth delivery and installation of the proposed equipment.</p> <p>TTCS's National Accounts Program is a comprehensive sales, marketing, and administrative program designed to meet the needs of larger enterprise customers locally, regionally and nationally. Our National Accounts Program offers a dedicated group of in-house personnel to manage our client's engagement from the onset during the planning state, execution, ongoing management all the way through contract end obligations and other transitioning.</p> |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | <p>TABS has no limitations as to the geographic areas we can serve in the U.S.</p> <p>TTCS will offer contracts to organizations within a 50km radius to a direct sales/service branch or authorized Toshiba service agent. TTCS does not have servicing dealers/agents in Yukon, Northwest Territories and Nunavut.</p> |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | <p>Toshiba has a regional, national, and international presence with sales and service offices throughout the U.S. and Canada as well as other international markets.</p> <p>Toshiba places equal emphasis and importance on all of its cooperative purchasing contracts, as well as other government and education contracts, and the Sourcewell contract will dovetail nicely into our national consortium initiatives. We are continuing to broaden our GPO portfolio, and none to date has limited whatsoever Toshiba's ability to promote, market or sell any of these programs. All assigned staff are experienced and well versed in all aspects of cooperative selling.</p> |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | <p>Toshiba offers all elements of our program Toshiba has service coverage in the Continental United States (CONUS), Alaska, Hawaii, and the Commonwealth of Puerto Rico. Toshiba's sales and service coverage does not currently extend to the territory of Guam.</p> |

Table 7: Marketing Plan

| Line Item | Question | Response * |
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| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Toshiba has an already-in-place Federal & Consortium Sales Team assigned with the following top-priority tasks:</p> <p>(1) Support all Sales activities via direct contact with Sourcewell participating entities and end users.</p> <p>(2) Collaborate with participating entities and end users to determine essential needs/requirements—both current and future—and recommend the appropriate solutions.</p> <p>Primary marketing and sales functions will be administered through our corporate office in Lake Forest, California. Toshiba will mobilize local, regional, and statewide SLG personnel at our offices throughout the U.S. and Canada physically located close to schools and government agencies in support of all customers who are approved to purchase from the Sourcewell contract.</p> <p>Upon award, Toshiba will engage our entire sales team and provide the necessary training and instructions to Toshiba sales personnel and authorized service providers during the Implementation phase. A launch package will serve to introduce new sales representatives to the program and provides specific instructions and training.</p> <p>To gain member participation, Toshiba will craft and implement specific marketing strategies and programs to effectively drive awareness and participation. Toshiba will formalize a marketing program, employing mediums such as Intranets, existing programs, marketing bulletins, targeted email blasts, webinars, Trade Show participation, etc. Additionally, Toshiba has various departments and personnel located in multiple sites across the country who provide sales, product, and marketing support.</p> <p>Toshiba will perform regular update sessions with our sales staff to assure a complete understanding of the pricing and reporting requirements as delineated in the Sourcewell contract. We will have a dedicated Contract Manager who will facilitate account team expertise and act as an advocate for Sourcewell and participating clients.</p> <p>The Toshiba Marketing Plan also includes registering and participating in local, regional, and state-wide conferences and trade shows and exhibits. Toshiba takes part in over six major trade shows each year targeting public school districts, state and local governmental entities and other public sector groups. The purpose of these conferences/trade shows is to assure appropriate understanding of our products and prices by our sales personnel and to answer questions specific to Sourcewell.</p> <p>Please find attached a sample Marketing Plan for Sourcewell and participating entities. Upon award, Toshiba will refine and finalize a marketing program that is best suited for all participants.</p> |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>The Toshiba Sales Team will work with our corporate Marketing Communications Department to advertise the benefits and advantages of the Sourcewell Contract to drive awareness of both Toshiba and participating entities. Some of the technologies we will use include:</p> <ul style="list-style-type: none"> • Development of a dedicated Sourcewell / Toshiba website for information, ordering and contract details. • Mandatory E-Le@rnings - On-Line Web to ensure all sales executives understand the sales cycle processes and procedures for Sourcewell. • Email Sales Blasts (internal/external). • Development of Trade Show / Conference Calendar. Identify attendees and budget. • Utilize the Toshiba Exchange extranet. • Provide ongoing email communication and mailers. <p>Since the COVID-19 pandemic, Toshiba has focused more on the numerous ways our technologies can help our clients create corporate offices at home with print, scan, fax, and digital solutions that ensure a smooth transition to a remote workforce. These include more distributed print environments with remote secure printing solutions and cloud-based workflow services.</p> <p>We also have leveraged remote seminars to remain relevant with our partners and customers. These seminars were even more valuable as social distancing rules came into effect. It gave Toshiba an excellent opportunity to educate customers about digital transformation and inform them about the technology we can provide to reach that goal.</p> |

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| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>Toshiba would take advantage of the cooperative purchasing expertise of Sourcewell to develop and promote our products and services to current and future members while making them aware of the full line of products and services available to them in this commodity. We also see Sourcewell as assisting vendors with marketing materials as well as setting up exhibits and trade shows to ensure maximum exposure of awarded vendors to members. We may reach out to Sourcewell to help to facilitate vendor communication with members, if needed.</p> <p>If awarded this contract, we would seamlessly integrate our marketing and sales activities into our current consortium program. Toshiba's Sales Organization operating within each of Toshiba's local markets will execute a comprehensive marketing program for Sourcewell and participating entities. Sales and marketing strategies will be further refined based on the unique attributes or requirements of each participating agency or customer. Our main goals are to:</p> <ul style="list-style-type: none"> • Promote the advantages of Sourcewell Program. • Maximize revenue generating potential. • Shorten the sales cycle. • Establish a single contract for the participating Sourcewell members to utilize. • Deliver exceptional level of performance and customer satisfaction when compared to other choices in the marketplace. <p>All of our sales teams calling on Sourcewell membership are responsible for supporting, promoting, and keeping the Sourcewell Agreement at the forefront of their sales and marketing efforts.</p> | * |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>TABS will need to first assess your specific e-procurement ordering requirements, but we do have the capability to create an e-commerce site for punchout, standalone, and EDI. We have implemented e-commerce or EDI for several of our clients such as SunTrust Banks (now Truist), Resource Optimization & Innovation (ROI), and the State of Georgia. A majority of our clients have requested a punchout to their procurement system, i.e., PeopleSoft, Ariba, etc. Once we are informed of the e-procurement ordering requirements, we can provide a detailed Statement Of Work (SOW) and estimated cost, if any.</p> <p>At this time TTCS does not offer e-procurement.</p> | * |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
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| 36 | <p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p> | <p>User training is an integral part of our implementation plan and overall strategy for ensuring all user personnel become proficient in all of the functions and features of our systems. At no additional cost, Toshiba will provide all end users with initial Basic Operator (User) Training and Key Operator Training at a convenient on-site location. Training is offered through a variety of methods including classroom instruction, on-line tutorials, webinars, and printed materials. The participating entity will receive an easy-to-understand Operator's Manual with each device.</p> <p>Historically, Toshiba has dedicated onsite trainers to implement best practices and conduct extensive end user training upon install. The impact of COVID has presented some challenges with onsite training. Toshiba's VNC tool will enable all users to connect to the device panel remotely via your computer. Upon award, Toshiba will conduct onsite or virtual trainings for each location after each device is delivered. All remote training will be conducted via Microsoft Teams.</p> <p>Initial training is generally conducted upon delivery of new Toshiba hardware and covers the following areas:</p> <p>End User Training: This training will include a comprehensive review of document printing, copying, faxing, scanning, e-filing, digital sending, and other features. Our Professional Services organization also will provide instruction on any new workflow, document management, security, or other new software. The number and types of units by location, system functionality, and specialized applications will be used in designing our training curriculum.</p> <p>Key Operator Training: This training provides a dedicated individual (Key Operator) with a more in-depth overview of the equipment than a basic user. An important objective of the training is to give these individuals hands-on training in non-technical maintenance, such as replacing toner, and cleaning the glass.</p> <p>Web-based Training: For ongoing or refresher training, Toshiba offers self-paced online training for all current Toshiba models. These tutorials will help you learn how to perform various user functions at your device.</p> <p>User Guides: Each Toshiba MFD will be accompanied by Operating Instructions and a Quick Start Guide, which describes and illustrates the basic functions of the equipment. The Operating Instructions can be posted near the device as it helps walk end users through the process of performing common tasks, and thereby increases their comfort level with the new device.</p> <p>Solutions Training: Professional Services staff will conduct face-to-face training on any new software tools procured or required under this agreement. These individuals are fully trained and certified on the products we offer and will train both IT personnel and end users during initial installation and provide on-going support throughout this program.</p> |
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| 37 | Describe any technological advances that your proposed products or services offer. | <p>Toshiba's current lineup of full-featured color and monochrome multifunction products are designed to help customers operate more efficiently while improving workflow. A powerful multi-core processor, exceptional color quality, customizable tablet-style user interface (UI), Embedded Application Platform and Dual-Scan Document Feeder highlight the product portfolio.</p> <p>Toshiba can boast of a number of innovations and technologies we have delivered to our customers over the last few years that have enhanced the value of our products, services, solutions and MPS offerings. A few of these include:</p> <ul style="list-style-type: none"> • Introduction of our TouchFree, a mobile device app that gives walk-up users remote control access to the front panel of their MFP from their smartphone or tablet. In this COVID environment, with TouchFree users do not need to touch the front panel of the MFP, thus ensuring safer operation in a multi-user environment such as busy offices or schools. • Unveiled our new customizable user interface, ELEVATE, designed to simplify MFD operation. • Released cloud-based application e-BRIDGE CloudConnect to provide remote monitoring, diagnostics and firmware updates of our customers' print fleet. • Launch of our color, Letter/Legal-size (A4) eSTUDIO330AC/400AC series multifunction devices. • Introduced our durable, splash-resistant point-of-sale (POS) receipt printers for the hospitality market. • Introduced our e-BRIDGE Print & Capture mobile software app that allows Android and iOS users to scan from and print to their Toshiba MFDs. • Introduced the world's first hybrid copier capable of producing erasable as well as standard monochrome prints. • Partnered with Docufree Corporation to offer customers with high-volume scan and capture service to help with their digital transformation efforts. • Formed a partnership with XMedius Solutions, Inc., to provide clients with a secure, reliable and efficient fax over IP solution. • Achieved Cerner Certification for 12 of our color MFDs. Cerner is a worldwide leading supplier of healthcare information technology solutions. • Established a partnership with Kodak Alaris that allows Toshiba to sell Kodak Alaris' entire line of document scanners, services and software. <p>Toshiba invests over six percent of its annual revenue (over \$4 billion) to Research & Development, with a global innovation network of R&D centers in the U.S., Japan, Europe, and China. The global research activities are managed and integrated to ensure all the research sites collaborate while, at the same time, remain attuned to their local markets. The direct result of this massive infusion of capital is new technology and higher quality products and services.</p> |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Energy Efficient Products</p> <p>Toshiba multifunction printers are designed to be energy efficient and to contribute to a low-noise environment, with energy saver features that put the unit in standby mode, thus reducing noise and ultimately help customers save on their energy bill. Incorporated into the product design are numerous sustainability features, such as:</p> <ul style="list-style-type: none"> • Energy Star Tier 2 certification • Energy Saver and Sleep modes that reduce power consumption when not in use, thus ensuring the copiers are off during weekends and nights. • Standby power consumption of just 1 watt in Super Sleep mode. • Automatic shut-off features can result in more than a 60% reduction in annual electricity costs. Quick start-up technology also reduces power consumption. • Toner Reduction Mode reduces toner consumption. • Toner Save Mode - Lets users print their documents in draft mode, thus saving toner. <p>Recycling</p> <p>Toshiba extends to all participating locations, as an option, our exclusive Zero Waste to Landfill recycling program for disposing of your spent consumable supplies such as toner and fax cartridges, drum units and waste bottles/toner bags for both Toshiba and other products offered or maintained by Toshiba. In partnership with internationally-recognized recycler ecoSmart, we provide recyclable collection boxes and supplies, freight, transportation, and recycling for Toshiba-supplied toner bottles, laser cartridges, drum units, toner bags, and other bulk imaging consumables.</p> <p>For hardware recycling, Toshiba partners with nationwide waste management companies) to recycle end-of-life product. Toshiba also partners with SIMS Recycling Solutions (an R2 Certified Electronics Recycler) for recycling its EPEAT-certified MFDs, copiers, printers, MFDs and fax machines. Toshiba offers this same service to leasing companies and other authorized agents that retain ownership of Toshiba branded EPEAT-certified product at the termination of lease agreements as well as from trade-ins or exchange of equipment where the previous product needs to be disposed.</p> <p>Environmental Analyses</p> <p>Toshiba analysts can perform a detailed environmental analysis of the customer's print</p> |

infrastructure to help them understand the current impact their print devices have on the environment and the extent of their carbon footprint. This also begins the process of helping to improve the customer's environmental sustainability within its document-based processes.

Green Packaging

Toshiba has long worked to reduce waste of resources relating to packaging materials. To this end, we have implemented the following environmental initiatives for reducing the packaging and delivery of our products:

- Toshiba's primary packaging (the packaging surrounding the product) contains postconsumer recycled content 65% to 85%.
- Smaller and lighter products have reduced our consumption of raw materials and amount of packaging needed, which also makes distribution of product more energy efficient.
- Toshiba's packaging components are constructed of a material that is accepted by most, if not all local recycling programs.
- In recognition of Toshiba's efforts in reducing the use of packaging materials through their life cycles, Toshiba received a Life Cycle Assessment (LCA) Japan Forum Award in FY2014.
- Toshiba reduces the use of packaging materials through various measures, such as reducing packaging volume, enlarging the size of returnable (reusable) cases, and using materials with low environmental impact.
- Toshiba Group companies have adopted reusable containers in the delivery of parts.
- Toshiba's manufacturing facilities use no materials in packaging which have been bleached with chlorine or chlorine derivatives.
- Toshiba's manufacturing facilities use no packaging materials that contain polyvinyl chloride, or polystyrene or heavy metals.
- Toshiba's manufacturing facilities have reduced or eliminated the use of Styrofoam in its packaging. (Styrofoam uses chlorofluorocarbons and emits toxic substances when incinerated.)
- Toshiba adheres to EPEAT criteria IEEE 1680.2 Standard for Environmental Assessment of Imaging Equipment relative to plastics and packaging.

Reforestation

Toshiba is committed to Eco Innovation. To build upon our commitment to maintain a more sustainable planet, Toshiba has become an authorized distribution partner of the PrintReleaf Exchange [PRX], the first technology platform offering cloud-based paper tracking and reforestation. This partnership allows Toshiba to provide its dealer channel and customers with an innovative and authentic way to promote sustainable business practices.

Environmental Certifications

Toshiba has several proven environmental certifications such as the ISO 14001 Environmental Management System, 45001 Health and Safety standards, and Six Sigma to develop, manufacture and provide serviceable high-quality products at competitive prices while eliminating defects in product or services:

- ISO 14001 Management System Certificate Toshiba TEC Corporation Shizuoka Business Center (Mishima) - Certifying Agency: Japan Quality Assurance Organization (JQA)
- ISO 14001 Certificate of Registration of Environmental Management System - Certifying Agency: TUV Rheinland of North America, Inc.
- ISO 45001 Management System Certificate Toshiba TEC Corporation Shizuoka Business Center (Mishima) - Certifying Agency: Japan Quality Assurance Organization (JQA)

All current Toshiba e-BRIDGE products are EPEAT GOLD certified. The EPEAT system rates products on a lifecycle basis and considers, among other things, its absence of toxic substances, its use of recycled and recyclable materials, and its design for recycling, product longevity, energy efficiency, corporate performance, and packaging. This EPEAT designation help environmentally conscious customers identify truly green devices.

Toshiba Tec Canada's Environmental Management System ("EMS") helps us to ensure that the sale and service of our products are done in an environmentally friendly manner and provides customers with the certainty that their business solution partner is compliant with all local environmental regulations.

Toshiba Tec Canada has committed to ambitious environmental performance targets, including the goal of achieving a 92% waste diversion rate at all Canadian facilities. Toshiba Tec Canada's environmental performance is monitored, and targets are re-evaluated each year to ensure the continuous improvement of the environmental management system.

Certification to the ISO 14001 Standard is just one of the ways in which the Toshiba Tec Canada is contributing to Toshiba Group's mission of creating sustainable societies that will allow people to live healthier, happier and more prosperous lives.

Toshiba Tec Canada is a responsible steward of the environment and participates in all regulated Extended Producer Responsibility (EPR) stewardship programs for obligated electronic products, printed paper and packaging, lamps and batteries in Canada.

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| | | Toshiba Tec Canada responsibly recycles our electronics equipment through a national partnership with eCycle Solutions, whose facilities hold R2/RIOS, ISO 9001, ISO 14001 and OHSAS 18001 certifications. | |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Toshiba products have earned these international environmental certifications and labels, such as:</p> <ul style="list-style-type: none"> • European Union (EU) RoHS Directive (Restriction of Hazardous Substances) Directive • European Union Waste Electrical and Electronic Equipment (WEEE) Directive • Blue Angel (Der Blaue Engel) German environmental certification • European Union REACH (Registration, Evaluation, Authorization and Restriction of Chemicals) • European Commission Industry Voluntary Agreement on Imaging Equipment • China Standard Certification Center's China Energy Conservation Label • Japan Environment Association's Eco Mark Label • Nordic Swan environmental label for products from the Nordic countries • Toshiba Environmental Standard's Earth Protection Mark | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | <p>None.</p> <p>While not a diversity business, Toshiba makes its best efforts to incorporate small, minority, women, Historically Underutilized Businesses (HUB), veteran and veteran disabled participation into its agreements. Toshiba utilizes service providers with small business and/or minority certifications whenever possible, particularly in the local communities where we are doing business. Toshiba also seeks out diverse suppliers who offer complementary products or services, such as transportation, financial/funding, consumable supplies, and parts, as well as facilities management services.</p> | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities? | <p>As a technology company, we are proud of the strength and breadth of the technology and business communications solutions we provide for our clients. We offer customers global technology expertise, depth of business communications solutions, comprehensive security and workflow solutions, vendor agnostic solutions, and strategic alliances with other manufacturers that bring customers the best value and proven cost savings.</p> <p>We also offer a portfolio of specialty products and services that include managed digital signage, retail kiosks, barcode and thermal printers and point-of-sale systems. As a leading technology corporation, we have distinct advantages in customizing our program for participating entities. This is important because every engagement consists of unique challenges and opportunities. Our technical agility, depth and advancement are valued in support of dynamic environments, both in the U.S. and internationally. Finally, we believe that all participating entities will find that Toshiba's work force provides a level of commitment to customer satisfaction unrivaled in the industry.</p> | * |

Table 9: Warranty

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

| Line Item | Question | Response * | |
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| 42 | Do your warranties cover all products, parts, and labor? | Yes | * |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Toshiba's product warranty is void (a) if the machine is used under other than normal use and maintenance conditions, (b) if the maintenance as set forth in Toshiba maintenance literature is not performed, (c) if the machine is modified or altered, unless the modification or alteration is expressly authorized by Toshiba, (d) if the machine is subject to abuse, neglect or accident, (e) if the machine is repaired by someone other than Toshiba or an authorized Toshiba Service Provider, (f) if the serial number of the machine is defaced or missing, or (g) if the customer uses non-Toshiba supplies and such supplies cause abnormal service calls or are unacceptable for use with the machine or are defective. | * |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes | * |

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| 45 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | <p>Toshiba has service coverage for virtually every region in the U.S. With over 3,500 service technicians and regional experts, including engineers, advanced technical service specialists, network professionals, solutions experts, and other personnel, we can support the product and service needs of all participating entities. Any service technician assigned to your equipment will be factory trained and certified on the models proposed in this RFP.</p> <p>TTCS is only offering products/contracts to locations where authorized service personnel are available.</p> | * |
| 46 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | <p>Under a full-service maintenance contract, for approved non-Toshiba devices our cost-per-copy pricing can be structured as an extended warranty plan that includes all warranty repairs, routine maintenance labor, travel, replacement parts, toner, and supplies over the entire term of the contract.</p> | * |
| 47 | What are your proposed exchange and return programs and policies? | <p>A customer may return a Toshiba product for 100% credit, at the customer's option, if the customer determines in good faith that any of the following conditions are met:</p> <ol style="list-style-type: none"> 1. Toshiba shipped the product in error. 2. The product is damaged before it is accepted by the customer. 3. The product packaging or crating is damaged before it is accepted by the customer. 4. The product does not materially perform to performance specifications provided by Toshiba or the manufacturer of the product (subject to Toshiba's Total Quality Commitment Program, described below); 5. The product does not meet industry quality standards related to performance specifications and data submissions required by regulatory requirements. 6. The product is outdated or expired when delivered to the customer. 7. The product is inoperable upon delivery, or 8. Toshiba gives prior written approval, which must not be unreasonably withheld. <p>Where possible, the customer must return a product in its original packaging or crating. All product returns will be facilitated by Toshiba's authorized service provider. Toshiba will not charge any restocking fee and will pay all return shipping costs unless the customer ordered the product in error.</p> <p>Under a full-service maintenance contract, maintenance for new Toshiba product is structured as an extended warranty plan that includes all warranty repairs, routine maintenance labor, travel, replacement parts, toner, and supplies commencing upon installation and acceptance and extends over the entire term of the contract.</p> <p>Toshiba backs each of its products with the best Equipment Performance Warranty in the industry: our Total Quality Commitment (TQC) Program. This is our guarantee that your Toshiba product will perform to specifications during the term of the lease or it will be replaced.</p> <p>FREE REPLACEMENT: If your Toshiba MFD or accessories do not operate within Toshiba's product specifications during the term of this program, and if the equipment cannot be repaired to perform within product specification, Toshiba will replace the MFD or accessory at no charge with a model of equal or better features and specifications.</p> <p>FREE LOANER: If your Toshiba MFD is out of service for more than two (2) consecutive days after notifying us or requires offsite service, a loaner MFD will be provided by Toshiba at no additional charge.</p> | * |

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| 48 | Describe any service contract options for the items included in your proposal. | <p>Toshiba offers multiple maintenance plans which can be customized to meet specific billing or financial needs, such as:</p> <p>a. For purchased or leased Toshiba MFDs and networked printers: we offer the aforementioned full-service maintenance plan that includes all warranty repairs, routine maintenance labor, travel, replacement parts, toner, and supplies over the entire term of the contract. Supplies that are not covered, such as staples, can be purchased through Toshiba separately. This pricing structure is predicated upon devices being networked and with Toshiba's meter capture software installed.</p> <p>b. For leased MFDs: We offer an all-inclusive cost-per-copy plan that incorporates the equipment lease payment into the service/maintenance and supplies cost. Under this pricing model, we require minimum volumes for monochrome prints and overages.</p> <p>c. Under a Managed Print Services (MPS) arrangement, service and supplies can be bundled into to a single cost per page option that covers both leased and approved legacy printers that includes all warranty repairs, routine maintenance labor, travel, replacement parts, toner, and supplies. Under this pricing model, we require minimum volumes for monochrome prints and overages.</p> <p>d. Non-networked devices (Transactional): For this plan, service and toner would be priced separately. Maintenance is priced as a monthly maintenance fee that includes on-site break-fix services, all toner, labor, and parts. Toner is priced as a separate SKU item.</p> |
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Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
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| 49 | What are your payment terms (e.g., net 10, net 30)? | Toshiba's standard payment terms are net 30 days from the date of the invoice. |
| 50 | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? | <p>Yes. Toshiba offers three attractive financing options:</p> <p>Fair Market Value (FMV) Lease. Equipment is leased through a traditional FMV structure where Toshiba would hold title and, at the end of the lease term the equipment is returned. Leases are offered for varying lengths of time.</p> <p>\$1 Buyout (Capital) Lease: At the end of the lease term, you have the option to purchase the equipment for \$1.00. The title to the equipment will be transferred in your name. Leases are offered for varying lengths of time.</p> <p>Tax-Exempt Equipment Leasing Program (TELP). Also known as a municipal lease, this financing program is designed to provide government clients the best terms and rates as well as ownership. Leases are offered for varying lengths of time.</p> <p>Toshiba can work with each participating entity to design a lease pricing model that addresses their specific business and budgetary needs. All leasing programs and rates are subject to credit approval.</p> <p>TTCS offers the following lease programs:</p> <p>Fair Market Value (FMV) Lease. Equipment is leased through a traditional FMV structure where Toshiba would hold title and, at the end of the lease term the equipment is returned. Leases are offered for varying lengths of time.</p> <p>\$10 Buyout (Capital) Lease: At the end of the lease term, you have the option to purchase the equipment for \$10.00. The title to the equipment will be transferred in your name. Leases are offered for varying lengths of time.</p> |

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| 51 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | <p>Upon signing the purchase order and purchase agreement by the entity's authorized representative, the following describes a high-level timeline of the equipment fulfillment processes.</p> <ol style="list-style-type: none"> 1. Order documents are sent to Toshiba or Authorized Reseller. 2. Toshiba Corporate office approves the appropriate documents. 3. Toshiba Corporate office will process the order. 4. Order is released and shipped. 5. Order is received by local Toshiba Service Provider 6. Machine installed at the customer's location and on-site training is scheduled. <p>All hardware orders will first be routed through Toshiba in accordance with the Implementation Plan. Toshiba will have assigned an Account Specialist as part of Toshiba's Account Management team. The Account Specialist will process the order and coordinate with the servicing provider.</p> <p>Toshiba actively works with each agency and cooperative purchasing organization to ensure that our partnership is successful. We utilize internal tools to track how much business we are generating under this contract and to manage new opportunities that arise. Reports are developed monthly to track, measure, and report the actual revenues for equipment, services, and supplies under the contract.</p> <p>Sales Revenue will be reported through sales orders (linked to actual contract number) entered into our Oracle/Tableau database. Once invoiced, all sales are compiled internally and totaled monthly for each member into one line item if possible and then transferred to the Sourcewell sales volume report.</p> | * |
| 52 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | <p>Yes. Toshiba can accept payment made by American Express, MasterCard, and Visa. There are no additional costs to Sourcewell participating entities for using payment cards.</p> <p>TTCS can accept payment made via credit cards.</p> | * |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|---|--|
| 53 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Toshiba will provide itemized purchase pricing with published ceiling, and Percentage Discount from Manufacturer Suggested Retail Price (MSRP). Please see our attached Price Proposal. |
| 54 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | The discount from MSRP varies by product. Please see our Price Proposal for the specific discounts. |
| 55 | Describe any quantity or volume discounts or rebate programs that you offer. | Depending upon purchasing volume activity, projected and actual, bulk buy discounts may be offered. |
| 56 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Nonstandard items that are not part of this contract but can be priced at the time of the request or added as separate line items in our price schedule include, but are not limited to: <ul style="list-style-type: none"> • Equipment Moves and Relocations • Hard Drive Removal • Consulting/Professional Services • After hours service |
| 57 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Toshiba's pricing includes all routine delivery, installation, set-up, inspection and testing, and user training. Services that may incur additional cost during implementation but can be priced separately are: <ul style="list-style-type: none"> • Expedited delivery charges may apply for rush orders. • Rigging services, meaning extraordinary delivery services, such as the use of a crane (too narrow of hallways, requiring entry through a window) and helicopter. • The price for IT networking expenses (re-connecting) necessitated due to changes in networking, electrical surges or otherwise. • Equipment moves are an optional service. Toshiba can provide a quote at the time of service. |
| 58 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Freight, standard shipping, and delivery are included. |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | FOB Destination. |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | None. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|----------|
| 61 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 62 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | <p>Following award Toshiba will develop a playbook used to introduce the elements of the program and communicate products offered, installation and delivery requirements, ordering process, pricing, service levels, performance expectations, contract terms, and any other customer requirements to all Toshiba departments assigned to the account to ensure a consistent message and execution across locations and time.</p> <p>Sales Revenue will be reported through sales orders (linked to the contract number) entered into our Oracle/Tableau database. Once invoiced, all sales are compiled internally and totaled monthly for each member and then transferred to the Sourcewell sales volume report. Remittance of the administrative fee is calculated from the sales report, and a report of total sales would accompany the remittance to Sourcewell as verification.</p> <p>TTCS Sales Revenue will be reported through sales orders entered into our ERP. Once invoiced, all sales are compiled internally and totaled monthly for each member and then transferred to the Sourcewell sales volume report. Remittance of the administrative fee is calculated from the sales report.</p> |
| 63 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | The contract administrative fees we pay on current purchasing cooperative contracts can range based upon the purchase price. While Sourcewell has stated a typical administrative fee of 1% to 2%, we are willing to discuss an administrative that is equitable to both parties for the services that Sourcewell will be providing to vendors. |

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

| Line Item | Question | Response * |
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| 64 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>TABS:</p> <p>Multifunction Products: Wide range of color and monochrome print/copy/fax/scan devices, from 20 pages per minute (ppm) to 75 ppm (Color) and from 20 ppm to 120 ppm (Monochrome).</p> <p>Printer-based Devices: Best-in-class multifunction and single-function printers from Lexmark, HP, and Brother.</p> <p>Thermal Barcode Printers: Industrial, desktop, and mobile thermal barcode printers for your business-critical labeling applications.</p> <p>Large Format Printers: Wide format printer/plotter systems from KIP and HP.</p> <p>Scanners: Toshiba is partnering with industry leaders Kodak Alaris and Fujitsu to provide Sourcewell with the best scanning solutions.</p> <p>Professional Services: Solutions, services, and support to optimize resources for maximum productivity, security, and environmental compliance.</p> <p>Software Solutions: We are offering a variety of proprietary and third-party workflow solutions that integrate with our products to capture, file, share, distribute, and store documents more efficiently.</p> <p>Digital Signage: Indoor and outdoor signage systems, content development and management, and implementation and operation.</p> <p>TTCS</p> <p>Multifunction Products: Wide range of color and monochrome print/copy/fax/scan devices, from 20 pages per minute (ppm) to 75 ppm (Colour) and from 20 ppm to 85 ppm (Monochrome).</p> <p>Printer-based Devices: Best-in-class multifunction and single-function printers from Lexmark.</p> <p>Large Format Printers: Wide format printer/plotter systems from KIP.</p> <p>Scanners: Toshiba is partnering with industry leaders Fujitsu to provide Sourcewell with the best scanning solutions.</p> <p>Professional Services: Solutions, services and support to optimize resources for maximum productivity, security, and environmental compliance.</p> <p>Software Solutions: We are offering a variety of proprietary and third party workflow solutions that integrate with our products to capture, file, share, distribute, and store documents more efficiently.</p> |
|----|---|--|

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|----|---|---|
| 65 | <p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> | <p>TABS:</p> <p>Multifunction Devices</p> <ul style="list-style-type: none"> • Copy, Print, Scan & Fax • Monochrome: 20 ppm to 120 ppm • Color: 20 ppm to 75 ppm • Hybrid: Monochrome 35ppm to 50 ppm with erasable print <p>Printer-based Devices</p> <ul style="list-style-type: none"> • Multifunction: HP, Lexmark, Brother • Single-function: HP, Lexmark, Brother <p>Thermal Barcode Printers</p> <ul style="list-style-type: none"> • Industrial Printers • Industrial-Desktop Printers • Desktop Printers • Mobile Printers <p>Large Format Printers</p> <ul style="list-style-type: none"> • Monochrome: HP, KIP • Color: HP, KIP <p>Scanners</p> <ul style="list-style-type: none"> • Desktop: Kodak Alaris, Fujitsu • Production: KIP, HP <p>Professional Services</p> <ul style="list-style-type: none"> • Encompass asset management consultative services • Environmental Assessments • Security Vulnerability Assessments • Document Conversion Services: Docufree <p>Software Solutions</p> <ul style="list-style-type: none"> • Advanced Scanning: Driveve • Job Accounting: PaperCut, Pharos • Document Management: DocuWare • Internet Fax Solutions: XMedius <p>Digital Signage</p> <ul style="list-style-type: none"> • Indoor/ Outdoor Digital Displays • Video Walls Interactive Touch Panels and QSR Menu Boards • Touch Screens/Wayfinding/Kiosks • Digital Displays/ Collaboration Tables • Assessments & Site Surveys • Design and Implementation • Content Development & Creation • Content Management <p>TTCS</p> <p>Multifunction Devices</p> <ul style="list-style-type: none"> • Copy, Print, Scan & Fax • Monochrome: 20 ppm to 85 ppm • Colour: 20 ppm to 75 ppm • Hybrid: Monochrome 35ppm to 50 ppm with erasable print <p>Printer-based Devices</p> <ul style="list-style-type: none"> • Multifunction: Lexmark • Single-function: Lexmark <p>Large Format Printers</p> <ul style="list-style-type: none"> • Monochrome: KIP • Colour: KIP <p>Scanners</p> <ul style="list-style-type: none"> • Desktop: Fujitsu <p>Professional Services</p> <ul style="list-style-type: none"> • Asset management consultative services <p>Software Solutions</p> <ul style="list-style-type: none"> • Advanced Scanning: Driveve • Job Accounting: PaperCut • Document Management: DocuWare, MFiles • Internet Fax Solutions: XMedius |
|----|---|---|

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

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|--|--|---|
| 66 | Copiers | <input checked="" type="radio"/> Yes <input type="radio"/> No | <ul style="list-style-type: none"> • Copy, Print, Scan & Fax • Monochrome: 20 ppm to 120 ppm • Color: 20 ppm to 75 ppm • Hybrid: Monochrome 35ppm to 50 ppm with erasable print |
| 67 | Printers | <input checked="" type="radio"/> Yes <input type="radio"/> No | Printer-based Devices <ul style="list-style-type: none"> • Multifunction: HP, Lexmark, Brother • Single-function: HP, Lexmark, Brother Thermal Barcode Printers <ul style="list-style-type: none"> • Industrial Printers • Industrial-Desktop Printers • Desktop Printers • Mobile Printers Large Format Printers <ul style="list-style-type: none"> • Monochrome: HP, KIP • Color: HP, KIP |
| 68 | Multi-function devices | <input checked="" type="radio"/> Yes <input type="radio"/> No | <ul style="list-style-type: none"> • Copy, Print, Scan & Fax • Monochrome: 20 ppm to 120 ppm • Color: 20 ppm to 75 ppm • Hybrid: Monochrome 35ppm to 50 ppm with erasable print |
| 69 | Hardware, software, supplies, consumables, and related accessories | <input checked="" type="radio"/> Yes <input type="radio"/> No | Software Solutions <ul style="list-style-type: none"> • Advanced Scanning: Drive • Job Accounting: PaperCut, Pharos • Document Management: DocuWare • Internet Fax Solutions: XMedius |
| 70 | Managed Print Services (MPS) solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | Professional Services <ul style="list-style-type: none"> • Encompass asset management consultative services • Environmental Assessments • Security Vulnerability Assessments • Document Conversion Services: Docufree |
| 71 | Related services | <input checked="" type="radio"/> Yes <input type="radio"/> No | Digital Signage <ul style="list-style-type: none"> • Indoor/ Outdoor Digital Displays • Video Walls Interactive Touch Panels and QSR Menu Boards • Touch Screens/Wayfinding/Kiosks • Digital Displays/ Collaboration Tables • Assessments & Site Surveys • Design and Implementation • Content Development & Creation • Content Management |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
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| 72 | <p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p> | <p>Toshiba generally conducts business reviews with its customers at least quarterly, or more frequently if required, to ensure mutually identified goals are being met and/or exceeded. During these meetings, any significant changes in models, upgrades, improvements, new software developments, and enhancements, as well as provide a Toshiba product roadmap, will be communicated to ensure you remain equipped with the most technologically advanced products and solutions at all times. We also will address product utilization and efficiency at each Member location: service level metrics, quality issues, and financials.</p> <p>Toshiba utilizes Tableau, a powerful business intelligence software for data visualizations and Business Reviews. All account data is combined to create reporting on service trends, volume trends, device utilization, optimization recommendations, billing history and fleet overviews (by dates, locations, and departments). Customized Tableau dashboards are created and allow for interactive client engagement during the reviews. Relevant data can be sorted and viewed by an almost infinite number of variables, capable of providing high overview reports while still drilling down to the asset level.</p> <p>Toshiba also uses formal customer surveys to measure client satisfaction with all aspects of our service and maintenance process. Our plan is to collaborate with each participating entity to formulate the int questions, satisfaction metrics, frequency of the survey, and manner of distribution. We would administer the survey and share the results with you at an agreed-upon frequency. Depending on your preference, surveys can be conducted either online or using hard copy forms.</p> <p>TTCS generally conducts business reviews with its customers at least quarterly, or more frequently if required, to ensure mutually identified goals are being met and/or exceeded. During these meetings, any significant changes in models, upgrades, improvements, new software developments, and enhancements, as well as provide a Toshiba product roadmap, will be communicated to ensure you remain equipped with the most technologically advanced products and solutions at all times. We also will address product utilization and efficiency at each Member location: service level metrics, quality issues, and financials.</p> |
| 73 | <p>Describe shipping and delivery options available to participating entities.</p> | <p>Toshiba uses a variety of shipment methods depending on the specific delivery requirements. For example, for parcels (up to 150 lbs.), Toshiba generally utilizes UPS and Federal Express. For Less Than Truckload (LTL, greater than 150 lbs. but less than 10,000 lbs.), we generally use carriers such as Federal Express Freight, Avery, and others. For Truckload (greater than 10,000 lbs.), Toshiba utilizes nationwide shipping companies. For deliveries from the service provider location to the customer site, the service provider may either use their own transportation or arrange delivery through an approved and qualified local carrier.</p> <p>Pricing includes delivery, installation, and setup for Toshiba products. Non-Toshiba products are shipped directly to the location; professional installation services are available at an additional charge. All quoted prices are based on F.O.B. Destination.</p> |

| | | |
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| 74 | Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies. | <p>To ensure that our products are of the finest quality, Toshiba undertakes quality assurance testing and simulations to check the quality of our products in all environments and situations. By assessing the functionality and reliability of our products at every step from product development to manufacturing and final delivery, we maintain the highest product quality. Ensuring product safety through careful assessment also is a top priority.</p> <p>Long before production begins, sample tests are carried out with MFP prototypes, often under extremely stringent conditions. These tests include:</p> <ul style="list-style-type: none"> • Climatic test under extreme conditions • Storage test • Life test with security factor • Health test • More than 50 individual tests • Step-by-step optimization of materials, parts, and procedures <p>Thus, quality control begins with the strict regulation of all incoming materials. Moreover, the entire production chain is subject to in-process inspections and product spot-checks to avoid the multiplication or extension of errors. If errors do occur, the supplier responsible is contacted and the source of the error is analyzed and remedied to avoid repetition.</p> <p>Toshiba uses only genuine Toshiba OEM parts and consumable supplies in the maintenance and operation of its products. All Toshiba toner cartridges are guaranteed to be free from defects in materials and workmanship and guaranteed to consistently produce copies and/or prints of excellent quality.</p> <p>Genuine Toshiba toners are manufactured according to highly advanced and complicated procedures. More than 100 different parameters must be observed, including uniform charging, adherence to the grain size spectrum by the micrometer, special additions against dust, excellent flow, insensitivity to high humidity, and high yield. These are only a few of the demanding characteristics and requirements of toner manufacturing.</p> <p>For approved laser printers, Toshiba can offer OEM-compatible toner that is reengineered under the most stringent manufacturing conditions, guaranteed to meet or exceed OEM specifications, and fully warranted in writing. We are an authorized reseller of high-quality OEM-compatible remanufactured printer cartridges marketed under our Encompass™ brand.</p> <p>We discuss, plan, and agree on delivery and installation dates with our customers upfront. Immediately an order has been received and processed by our warehouse, needed products are assigned to a selected Toshiba logistic partner for delivery and installation.</p> <p>New Toshiba products are shipped directly to the local service provider assigned to the customer location. Any rejected shipments due to damage, shortages, or other discrepancy are handled by the service provider. Therefore, the participating entity would never encounter a situation where delivered product is damaged or non-conforming.</p> <p>Upon acceptance, the product is prepped and inspected prior to delivery and installation. Service technicians perform testing of each machine to verify it is working properly and that it is configured with any associated set-up and security criteria. In addition, all features are verified to be functional before install. Once the devices pass this quality check, it is then staged for delivery according to the installation schedule.</p> <p>Once the product has been installed and tested, an authorized customer representative will be asked to sign a Customer Acknowledgement (CA) Form verifying receipt of equipment in proper working order. The customer will retain a copy of the form for their records.</p> <p>Thereafter, a Toshiba service professional is assigned to the device or fleet to ensure that devices are meeting customer expectations and performance is verified against agreed upon Service Level Agreements (SLAs).</p> |
|----|--|--|

Exceptions to Terms, Conditions, or Specifications Form

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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