

**MASTER AGREEMENT #112124**

**CATEGORY: Copiers, Printers, and Multi-Function Devices with Related Supplies,  
Accessories, and Services**

**SUPPLIER: Toshiba America Business Solutions, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 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 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date. Lease Purchase Orders or separately executed Lease Agreements with Participating Entities for products entered into under this Agreement shall survive pursuant to the termination and expiration terms of such Lease Agreements.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #112124) to Participating Entities. In-Scope solutions include:
  - a) Copiers, printers, scanners, and multi-function devices for the purpose of print, specialty print, duplication, reproduction, or imaging of documents or material across a broad range of output formats, qualities, and sizes, in a variety of device capabilities, such as mobile, desktop, and production units, and black and white or color format;
  - b) Proposers may offer hardware, software, and accessories, to the extent that they are complementary and directly related to the solutions described in 7)a above;
  - c) Services related to the solutions described in 7)a – b) above, including managed print services (MPS), access or security controls, networking, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include MPS-only or service-only solutions.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related



to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:

- Maintenance and management of this Agreement;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.



- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

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. Supplier will remit the Administrative Fee to Sourcewell for each transaction pursuant to the reporting requirements stated in this Contract.

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

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or

portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion. Supplier may assign to a third party finance partner, without notice, all of Supplier's rights, title and interest in and to (a) the equipment covered by Lease Agreements entered into as a result of this Agreement, 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) Supplier's rights under the Lease Agreement, including the right to receive equipment payments thereunder. None of Supplier's obligations under this Agreement or the Lease Agreement, however, are assumed by the assignee.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier will not be liable to the extent loss, liabilities, damages, costs and/or expenses are caused by Sourcewell or its employees' actions or omissions. Supplier will not be liable for consequential, indirect or incidental damages.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
  - a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

- a) **Commercial General Liability Insurance.** Supplier 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 Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier’s obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable

Administrative Fees. Notwithstanding the foregoing, Lease Purchase Orders or separately executed Lease Agreements Lease Agreements for equipment delivered and accepted by Participating Entities may only be terminated pursuant to the terms and conditions of such Lease Agreements.

- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

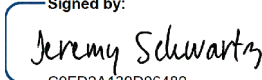
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

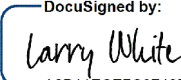
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Toshiba America Business Solutions, Inc.

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 1/13/2025 | 2:45 PM CST

DocuSigned by:  
  
 A6B11ECE7C8740D...  
 By: \_\_\_\_\_  
 Larry White  
 Title: President and CEO  
 Date: 1/13/2025 | 1:33 PM EST



# RFP 112124 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

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## 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 October 03, 2024 13:49:16

Submitted On: Thursday November 21, 2024 10:20:17

Submitted By: Carol Howard

Email: gem@tabs.toshiba.com

Transaction #: 3fcf9661-be23-4b6f-a92c-0b6e0267d920

Submitter's IP Address: 12.69.228.116

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Toshiba America Business Solutions, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1UH24	*
5	Provide your NAICS code applicable to Solutions proposed.	532420	
6	Proposer Physical Address:	25530 Commercentre Drive Lake Forest, CA 92630	*
7	Proposer website address (or addresses):	Toshiba America Business Solutions, Inc. <a href="https://business.toshiba.com">https://business.toshiba.com</a>  Toshiba Tec Corporation (parent company) <a href="https://www.toshibatec.com">https://www.toshibatec.com</a>	*
8	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):	Larry White President and CEO Toshiba America Business Solutions, Inc. 25530 Commercentre Drive Lake Forest, CA 92630 Phone: 949-462-6000 Email: <a href="mailto:larry.white@tabs.toshiba.com">larry.white@tabs.toshiba.com</a>	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Martin Quinn Director, Consortium Sales 25530 Commercentre Drive Lake Forest, CA 92630 Phone: 240-731-9962 Email: <a href="mailto:martin.quinn@tabs.toshiba.com">martin.quinn@tabs.toshiba.com</a>	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Debbie Arefi Regional Sales Manager-PNW/Midwest Commercial & Consortium 25530 Commercentre Drive Lake Forest, CA 92630 Phone: 425-765-9585 Email: <a href="mailto:debbie.arefi@tabs.toshiba.com">debbie.arefi@tabs.toshiba.com</a>  Rick Jackson Sr. Contracts Specialist 25530 Commercentre Drive Lake Forest, CA 92630 Phone: 646-785-9556 Email: <a href="mailto:rick.jackson@tabs.toshiba.com">rick.jackson@tabs.toshiba.com</a>	*

**Table 2A: Financial Viability and Marketplace Success (50 Points)**

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Toshiba America Business Solutions, Inc. (TABS) delivers imaging and retail solutions and services that help our clients to control productivity, communicate better with end-customers and increase profitability. We manage product planning, marketing, sales, service support and distribution throughout the United States, Mexico, Brazil, Latin America and the Caribbean. Toshiba Tec Business Solutions Canada Inc (TTCS) is headquartered in Markham Ontario, Canada, with offices across Canada. Our sales and service network extends globally to all major countries and continents.</p> <p>The Company's mission is to empower personalized print and digital solutions to help clients seamlessly optimize productivity and communication. This mission motivates our employees to find solutions that improve our clients' work processes and business results while exercising fiscal responsibility.</p> <p>Since 1875, Toshiba has been developing and pioneering multiple technologies within different industries and have a reputation for leveraging solutions to raise our products to the next level. When Tanaka Engineering Works merged with Tokyo Electric Company to form Toshiba Corporation in 1939, the resulting company become a leading pioneer of some of the world's most significant technologies. In 1999, TABS was formed to take advantage of the tremendous growth opportunities available in the U.S. copier market.</p> <p>Today, Toshiba's multifunction devices are deployed in more than 190 countries, and we continue to expand our sales and service offerings within other emerging markets around the globe. Our products have long been the preferred choice in North America, Europe and Japan, and we boasted the No. 1 overall market share in China for 18 years. Toshiba ranks 5th overall in the industry per leading industry research firms, IDC, and Gartner.</p> <p>Our customer base represents a broad range of vertical markets including local and state government; higher education; K-12 schools; healthcare; retail; entertainment; manufacturing; financial; legal; transportation; and construction, including long-term relationships with major account clients both in the U.S. and abroad. We continue to expand our market share through strategic partnerships with third-party manufacturers and the acquisition of independent dealerships in key and untapped U.S. markets.</p>
12	What are your company's expectations in the event of an award?	<p>Under a continued relationship with Sourcewell, Participating Entities will have access to favorable contract terms and discounted pricing resulting from the collective purchasing power of the Sourcewell network. They can choose from our broad portfolio of print and communication technologies that best fit their respective organizations. In addition, Toshiba will be a strategic partner with each Participating Entity to help guide them in choosing the best products and solutions that will not just fit their business needs, but also help them reduce cost and improve efficiencies .</p> <p>For Toshiba, this contract has been a valuable vehicle to market and sell our entire portfolio of products consisting of multifunction devices (MFDs), printers, professional services, proprietary and third-party software, and digital signage to government agencies, higher education, K-12 schools, nonprofit, tribal government, and other public agencies in the U.S. and Canada.</p>

13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Sourcewell can be confident that Toshiba has the financial stability and resources to support all of your contract requirements. We are part of the \$3.7 billion-strong Toshiba Tec Corporation (TTEC), a leading provider of technology solutions, operating across multiple industries. With headquarters in Japan and over 80 subsidiaries worldwide, TTEC helps organizations transform the way they capture, manage, display and share information.</p> <p>The Workplace Solutions Business Group within TTEC, which handles multifunction devices and related printing products for domestic and overseas markets, continues to show strong growth from the previous year. They realized a significant increase in profit for the third consecutive year, resulting in a strong contribution to company-wide operating profit in FY23. Net sales for FY2024/Q1 was up 8.4% over FY2023/Q1 and net profit was up 2.3%.</p> <p>As demonstration of our financial standing, we have provided a link below to our parent company Toshiba Tec Corporation's (TTEC) latest Consolidated Financial Results for the Year Ended March 31, 2024:</p> <p><a href="https://www.toshibatec.com/file/2024_3_statement.pdf">https://www.toshibatec.com/file/2024_3_statement.pdf</a></p> <p>TTEC's most recently published annual report, which includes financial information, can be found at the following URL:</p> <p><a href="https://www.toshibatec.com/company/ir/material/pdf/integrated_report2023.pdf">https://www.toshibatec.com/company/ir/material/pdf/integrated_report2023.pdf</a></p> <p>These documents have also been uploaded to the Sourcewell site.</p>	*
14	What is your US market share for the Solutions that you are proposing?	TABS has achieved a market share in the U.S. A3 MFP/Copier market of 10%.	*
15	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 10%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Nothing to Report.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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 sales and marketing division of the manufacturer, Toshiba TEC Corporation (TTEC).</p> <p>a) 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 U.S. and Canada, respectively: Toshiba Business Solutions (TBS) and Toshiba Tec Canada Business Solutions Inc. (TTCS); and our dealer channel comprising of independently owned and operated service providers positioned throughout the U.S. All are authorized resellers of our products as well as those of the many other product manufacturers with which we have established reseller agreements, including Brother, Lexmark, HP, Kodak Alaris, and KIP America.</p> <p>Toshiba is also a partner and authorized reseller of a variety of third-party software manufacturers including PaperCut, Pharos, LRS, DocuWare, XM Fax, and others whose products enhance the capabilities of our MFDs.</p> <p>b) Toshiba provides sales and service through our nationwide network of direct Toshiba branches 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 service providers 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 areas of the account, including contract administration, implementation, marketing, service delivery, dispatch, 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>	*

18	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, ISO/IEC 27001 Information Security, ISO 45001 and OHSAS 18001 Occupational Health and Safety standards, and Six Sigma that are essential to our development and manufacturing of high-quality products.</p> <p>Toshiba multifunction devices have been tested and are certified by Cerner devices for use by Cerner clients. Cerner is a worldwide leading supplier of healthcare information technology solutions that optimize clinical and financial outcomes.</p> <p>Toshiba is also a certified C-TPAT (Customs Trade Partnership Against Terrorism) Tier II Member that has been consistently approved for program renewals over the past two decades per USCBP standard audit schedules. All TABS employees are required to undergo mandatory C-TPAT and Threat Awareness Training, which highlights the benefits of the C-TPAT program and how to mitigate threat vectors.</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.(TTCS) has demonstrated strong environment leadership and a commitment to the protection and enhancement of the environment by successfully certifying all of its Canadian facilities to the ISO 14001 Environmental Management System Certification beginning in 2014.</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Nothing to Report.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>As a leading manufacturer of award winning document imaging products and solutions, Toshiba has received numerous industry awards in product performance, technical achievement, and business efficiency from respected organizations and industry analysts. We are justifiably proud of these awards and accolades over the past five years:</p> <ul style="list-style-type: none"> <li>• 2024 American Business Awards Gold Stevie for LEAD Beyond 2023</li> <li>• 2024 American Business Awards Gold Stevie for Toshiba's Duplex Linerless Thermal Printer</li> <li>• 2024 Orange County Business Journal Best Places to Work</li> <li>• 2023 Keypoint Intelligence Buyers Lab Gold Rating for Toshiba's Global Print</li> <li>• 2023 Stevie Award for Toshiba's Global Print</li> <li>• 2023 American Business Awards Bronze Stevie for Toshiba's Global Print</li> <li>• 2023 Keypoint Intelligence Buyers Lab Gold Rating for Toshiba's Global Print</li> <li>• 2022 Gold Merit Award for Toshiba's Global Print</li> <li>• 2022 American Business Awards Bronze Stevie for Best Customer Experience for Toshiba's eConnect TouchFree mobile app</li> <li>• 2021 Cannata Report Frank Award for Best-in-Class Manufacturer</li> <li>• 2021 American Business Awards Bronze Stevie for Best Hardware Peripheral for our e-STUDIO330AC/400AC color MFP</li> <li>• 2021 Keypoint Intelligence Buyers Lab Award Pacesetter Award for Logistics</li> <li>• 2021 Intelligence Buyers Lab Award for Outstanding e-STUDIO400AC</li> <li>• 2021 Keypoint Intelligence Buyers Lab Award for Outstanding e-STUDIO330AC</li> <li>• 2021 Bronze for Best Hardware Peripheral for our e-STUDIO330AC and e-STUDIO400AC color MFPs</li> <li>• 2020 Cannata Report's Frank Award for Best Technical Service</li> <li>• 2020 Better Buys for Business Editor's Choice Award for our e-STUDIO 330AC and e-STUDIO400AC</li> <li>• Keypoint Intelligence 2020–2021 PaceSetter award in Logistics</li> <li>• 2020 Better Buys for Business Editor's Choice Award for our e-STUDIO 2829A and e-STUDIO 2329A monochrome MFPs</li> <li>• 2019 recognized by Newsweek on its Best in Business Tools list for our Encompass Managed Print Services offering</li> <li>• 2019 Better Buys for Business Innovative Product of the Year for our e-STUDIO 5015AC Series color MFPs.</li> <li>• 2019 Better Buys for Business Q1 Editor's Choice Award for our e-STUDIO8518A Series monochrome MFPs</li> <li>• 2019 Keypoint Intelligence Winter Pick Award for our e-STUDIO4518A Monochrome MFP</li> <li>• 2019 Keypoint Intelligence Buyers Lab Pick Award as Outstanding MFP Customization Tool for our Elevate™ MFP customization platform</li> </ul>	*

21	What percentage of your sales are to the governmental sector in the past three years?	TABS' average sales revenue percentage to the governmental sector from 2021 to 2024 is over 6%.  Toshiba Tec Canada Business Solutions Inc.'s (TTCS) average sales percentage to the governmental sector over the past three years is approximately 7%.	*
22	What percentage of your sales are to the education sector in the past three years?	TABS' average sales revenue percentage to the education sector from 2021 to 2024 is over 22%.  Toshiba Tec Canada Business Solutions Inc.'s (TTCS) average sales percentage to the education sector over the past three years is approximately 12%.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Toshiba has active statewide buying contracts with the states of Minnesota, Ohio, Georgia, Louisiana, North Carolina, South Carolina, Mississippi, Oklahoma, New York, Commonwealth of Pennsylvania and Commonwealth of Massachusetts. Government entities include counties, cities, and municipalities throughout the U.S.  We are also proud to have existing partnerships with these national and regional cooperative purchasing organizations:  <ul style="list-style-type: none"> <li>• Sourcewell Contract 030321-TOS for copiers, printers, and related business products and services</li> <li>• Region 4 Education Service Center, OMNIA Partners for Managed Print Solutions</li> <li>• NASPO ValuePoint Cooperative Contract for Copiers and Managed Print Services</li> <li>• Vizient Group Purchasing Organization for Office Equipment and Managed Print Services</li> <li>• Texas Department of Information Resources (DIR) for 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</li> <li>• The Interlocal Purchasing System (TIPS) for Copiers, Fax and Multifunction Machines</li> <li>• Massachusetts Higher Education Consortium (MHEC) for Copiers, Digital Duplicators &amp; Fax: Equipment, Supplies &amp; Maintenance</li> <li>• King County Directors Association (KCDA) Cooperative for Copiers/Multifunction Devices</li> <li>• Erie 1 Board of Cooperative Educational Services 1 (Erie 1 BOCES) for High Speed Network Digital Printers</li> <li>• Commonwealth of Pennsylvania's cooperative purchasing (COSTARS) for Copiers, Document Imaging and Multifunction Devices</li> </ul> Annual sales volumes for these contracts are considered confidential.	*
24	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?	Toshiba has a General Services Administration (GSA) contract for multifunction products and supplies. GSA has created the Multiple Award Schedule (MAS) for the federal government and other qualified entities, Contract Number 47QSM22D08NR. The initial contract term is January 25, 2022 through January 25, 2027, with possible extensions through January 25, 2042.  Under this contract, Toshiba offers Trade Agreement Act (TAA)-compliant multifunction devices and support services across the U.S. Annual sales volume for this contract is considered confidential.  Toshiba is also an Authorized Government Reseller for companies and dealer partners that have GSA contracts to provide Toshiba multifunction devices to the Federal Government. Annual sales volumes for these contracts are not available.	*

## Table 2B: References/Testimonials

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Central Florida 4000 Central Florida Blvd Orlando, FL, 32816	Cissy Johnson Glowth Copier Services Support	Phone: 407-823-5072 Email: cissy.glowth@ucf.edu	*
Duval Public Schools 1701 Prudential Drive Jacksonville, FL 32207	Jim Culbert Chief Information Officer	Phone: 904-348-7172 Email: culbert.J@duvalschools.org	*
Orange County Public Schools 445 W. Amelia Street Orlando, FL 32801	Christopher Reed Director Materials Management	Phone: 407-317-3700 ext. 2025290 Email: Christopher.reed@ocps.net	*

## Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *
26	Sales force.	<p>Toshiba administers its National Accounts Program through a team comprised 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 salesforce expertise, including employees of authorized agents, are located strategically across the U.S. and 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>TABS has 100+ company sales and service offices throughout the U.S. Our corporate and regional offices are at the following locations:</p> <p>Corporate Headquarters, Lake Forest, California  West Regional Office, Lake Forest, California  Midwest Regional Office, Chicago, Illinois  South Regional Office, Dacula, Georgia  East Regional Office, Parsippany, New Jersey  Distribution/Warehouse, Horn Lake, Mississippi  Distribution/Warehouse, Pico Rivera, California  Toner Products Division, Mitchell, South Dakota</p> <p>Toshiba Tec Canada Business Solutions Inc. (TTCS) has direct sales and service offices in Vancouver, Calgary, Edmonton, Red Deer, Regina, Saskatoon, North Battleford, Yorkton, Winnipeg, Markham, Ottawa, Montreal, and Quebec City. Along with an extensive dealer network (coast to coast), they offer one of the largest sales and service distribution centers of imaging technology products in Canada.</p> <p>All sales and service efforts are 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>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>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.</p> <p>We currently have a network of over 300 direct and independent service providers throughout the U.S. and Canada, providing the best range of services, a flexible part supply system, fast and efficient on-site maintenance and support, and overall high quality service performance.</p> <p>For customers who desire high volume document scanning and conversion services, Toshiba can engage strategic partners who are skilled in helping client to digitize, organize, and manage files electronically. We also turn to national facilities management partners to support customers requiring complementary services such as print shop staffing, mailroom services, courier services, administrative support, and the like.</p>

28	Service force.	<p>Toshiba maintains a complete sales and service support network across the U.S. We have over 3,500 service technicians (employed by our direct branches and service providers) 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"> <li>• Toshiba engineers and IT staff for local hardware and software support.</li> <li>• Toshiba's InTouch Center (help desk) in our Lake Forest corporate office for networking and printing issues.</li> <li>• Toshiba's Regional Offices for advanced support on all digital products.</li> <li>• Toshiba's Advanced Technical Services Group in our corporate office for sustained support on all digital products.</li> <li>• Marketing Solutions Engineers for resolving connectivity, integration, networking, and software-related issues at customer sites.</li> <li>• 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.</li> </ul> <p>Toshiba Tec Canada Business Solutions Inc. (TTCS) has direct sales and service offices in Vancouver, Calgary, Edmonton, Red Deer, Regina, Saskatoon, North Battleford, Yorkton, Winnipeg, Markham, Ottawa, Montreal, and Quebec City. Along with an extensive dealer network (coast to coast), they offer one of the largest sales and service distribution centers of imaging technology products in Canada.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<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"> <li>1. Order documents are sent to Toshiba or Authorized Reseller.</li> <li>2. Toshiba Corporate office approves the appropriate documents.</li> <li>3. Toshiba Corporate office will process the order.</li> <li>4. Order is released and shipped.</li> <li>5. Order is received by local Toshiba Service Provider</li> <li>6. Machine installed at the customer's location and on-site training is scheduled.</li> </ol> <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>
30	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) to eight (8) 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>Centralized Dispatch: In the U.S., service technicians are available for maintenance and break/fix services during the hours of 8:00 am to 5:00 pm local time, Monday through Friday excluding recognized holidays. Toshiba's Dispatch Center operates during the hours of 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday excluding holidays to receive service calls and supply requests either online or using our toll-free telephone number.</p> <p>Upon receipt of the service call, the Dispatch Center dispatches the service request to the appropriate service provider. The local service provider will enter the call into their</p>

system, assign the call to the service technician based on territory, and track the call to ensure that the work is completed within the required timeframe. They will follow up as necessary to ensure that the customers' needs are met until the call is complete.

In Canada, for locations serviced by TTCS direct, service calls can be placed Monday through Friday, 8:00 am to 7:30 pm EST excluding holidays. Service requests are initiated using a toll-free telephone number or via email to TTCS's Centralized Call Center in Markham, Ontario. The email address and telephone number are affixed to each device installed.

**Proactive 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.

Toshiba utilizes predictive analytics tools in order to anticipate service and maintenance needs. Toshiba's Elevate Sky Service Remote Diagnostics Tool (eRDT) is one of the tools that our service technicians use to access their customer's fleet via a mobile or desktop device while taking any necessary proactive steps based on the recommendation. For example, eRDT could predict that a specific part (say fuser or roller) on certain devices on the fleet may fail by a specific date in the future. Such predictions occur by:

1. Monitoring error trends on the device over time.
2. Analyzing large volumes of data from similar devices in the field.
3. Monitoring the maintenance cycle of parts.
4. Monitoring the usage pattern of the MFD by the customer.

When such predictions occur with high probability, the prediction is reviewed, and a call is placed along with related parts for faster resolution. Technicians may utilize these predictions to optimize service calls. Combining multiple service calls into a single dispatch also reduces service costs. More importantly, the technical staff may proactively resolve customer issues before they occur, thus improving customer service substantially.

**Remote Diagnostics:** Elevate Sky® MFPCConnect is a cloud-based application that helps Toshiba effectively manage dispersed print environments. This leading application simplifies fleet management, application and license deployment, and policy-based security management. Integrated directly into all Toshiba MFDs, MFPCConnect collects device data, including:

- Fleet settings and firmware levels in order to adhere to company policy or compliance regulations.
- Automatic meter and supply information to ensure on-time supplies delivery.
- Real-time service alerts and diagnostics information to increase uptime.
- Policy-driven backups to enhance data recovery and ensure high availability in case of failure.

**Local Inventory:** Each Toshiba facility 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.

**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.

**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.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>The public sector, including education, is one of 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 continue to 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>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Toshiba aligns very well with Sourcewell's footprint in Canada. Toshiba Tec Canada Business Solutions Inc.'s (TTCS) National Accounts Program was designed to manage nationwide corporations, government agencies, municipal governments, universities, and school boards. They have policies and procedures already in place to ensure smooth delivery and installation of the proposed equipment.</p> <p>Their program offers a dedicated group of in-house personnel to manage our client's engagement from the onset during the planning state, execution, and ongoing management all the way through contract end obligations and other transitioning. TTCS, along with its extensive dealer network (coast to coast), gives Toshiba one of the largest sales and service distribution centers of imaging products in Canada.</p> <p>TTCS does not offer thermal printers or digital signage products in Canada at a national level.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>TABS has no limitations as to the geographic areas we can serve in the U.S. under this agreement.</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>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<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 has dovetailed nicely into our national consortium initiatives. We continue to broaden our GPO portfolio, and none to date has limited in any way Toshiba's ability to promote, market, or sell any of these programs to participating members. All assigned key staff are experienced and well versed in all aspects of cooperative selling.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Toshiba offers all elements of our program and has service coverage throughout 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.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this 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 &amp; 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 Toshiba SLG personnel at our offices in 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>Toshiba has developed an onboarding presentation and collateral to educate and support dealers using the program. The onboarding presentation agenda includes: (1) About Sourcewell, (2) Introduction to Toshiba's Award, (3) Overview of the scope and participation, (4) Order Process including Order Documentation, and (5) Contact Support Teams. Additional collateral is available such as a Dealer Playbook which outlines the program information and order process and a corresponding Dealer Flashcard which is a one-page "cheat sheet" used for quick reference by both sales and dealer admin teams.</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 of a Marketing Campaign we developed for one of our authorized service providers to assist them in marketing and promoting the Sourcewell contract.</p>
38	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"> <li>• Development of a dedicated Sourcewell / Toshiba website for information, ordering and contract details.</li> <li>• Mandatory E-Le@rnings - On-Line Web to ensure all sales executives understand the sales cycle processes and procedures for Sourcewell.</li> <li>• Email Sales Blasts (internal/external).</li> <li>• Development of Trade Show / Conference Calendar. Identify attendees and budget.</li> <li>• Utilize the Toshiba Exchange internal information exchange site.</li> <li>• Provide ongoing email communication and mailers.</li> </ul> <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 have also 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>

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement 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>As a current supplier, Toshiba has already integrated our marketing and sales activities seamlessly 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 Entity or customer. Our main goals are to:</p> <ul style="list-style-type: none"><li>• Promote the advantages of Sourcewell Program.</li><li>• Maximize revenue generating potential.</li><li>• Shorten the sales cycle.</li><li>• Establish a single contract for the participating Sourcewell members to utilize.</li><li>• Deliver exceptional level of performance and customer satisfaction when compared to other choices in the marketplace.</li></ul> <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> <p>See attached our Contract Flyer that our sales teams currently utilize to publicize and promote our Sourcewell contract, both internally and to prospective customers.</p>	*
40	Are your Solutions 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. 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 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
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41	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>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>The impact of COVID presented some challenges with onsite training. Toshiba's VNC tool will enable all users to connect to the device panel remotely via your computer. All remote training will be conducted via Microsoft Teams. While not as frequent as during the pandemic, this service is still available if requested.</p> <p>Additionally, Toshiba can point one of the hard buttons on the front panel to the Interactive Training Manuals (ITMs) on our public website thus presenting the ITM right on the front panel of the MFP. If users wish, they can plug in an off-the-shelf USB speaker (available on Amazon, etc.) for the added bonus of vocal guidance. This is a Help Button the competition can't match. Just watch the screen and it guides you through routine tasks.</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 will also 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. Users can also view our Interactive Training Manuals (ITMs) available on our public website <a href="https://business.toshiba.com/interactive-tutorials">https://business.toshiba.com/interactive-tutorials</a>.</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>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Technologically Advanced Products</p> <p>Toshiba's latest e-STUDIO multifunction devices represent many technological advancements that sets us apart from our competitors. Some of these new features include:</p> <ul style="list-style-type: none"> <li>• Elevate Customized U/I: Unique approach simplifies menu structure, improving productivity and minimizing user errors for those with specific task-oriented routines</li> <li>• OCR (Standard): Built-in OCR to create searchable PDFs.</li> <li>• Annotation &amp; Bates Stamping: Bates number, Prefix or Suffix, Copy number or Text stamp</li> <li>• Scan-to &amp; Print-from USB: Taking convenience to the next level – Now with Auto-Launcher</li> <li>• Scan Preview: View scanned documents at MFD, rotate pages or change their order</li> <li>• Continuous Scan: Scan continuously switching simplex, duplex, original size, and orientation or switch from Document Feed to glass in one scan job.</li> <li>• Enhanced Scan Functions: Mixed sizes, sources orientation etc., and more in one job. Drill down to network share location right from front panel.</li> <li>• New Simple Fax (&amp; Print) Menu: Simplified UI with reduced feature set for easy operation.</li> <li>• Print &amp; Fax Preview: See USB, Private Print &amp; Held Fax jobs on front panel before printing.</li> <li>• Help Button: Access User Manual right from the front panel.</li> <li>• Server-less "Follow-Me" Printing: Retrieve your print job from any available MFD via simple authentication without costly 3rd-party solutions – Now supports up to 50 devices!</li> <li>• Templates: Public &amp; Private Templates streamline repetitive copy or scanning tasks.</li> <li>• Embedded Web Browser: Access 3rd-Party Solutions like PaperCut, DocuWare etc., at front panel.</li> <li>• External Keyboard Support: Optional Accessory Tray allows adding keyboard enabling MFD to be a convenient part of your document workflow process.</li> <li>• Voice Guidance: MFD can speak the commands you select (Section 508 feature).</li> <li>• Notifications Feature: Automatically notify facilities and dealer meter reads, when supplies are needed, or periodic or emergency maintenance.</li> </ul>	

Toshiba's newest MFDs feature next-generation security protection to tackle print, document management, and workflow applications in a secure manner. The products comply with the Hard Copy Device Protection Profile (HCD-PP) – the latest security certification adopted by the National Information Assurance Partnership (NIAP) and Common Criteria Test Laboratories.

In our thermal printer line, we introduced our Duplex Linerless Thermal Printer, an industrial thermal printer that simultaneously prints on both sides of a label without using a liner or backing material, eliminating the need for label liners and plastic pouches. This first-of-its-kind industrial printer reduces costs, boosts productivity, and helps shipping departments operate more ecologically. This earned Toshiba the 2024 Gold Stevie Award for Sustainability.

#### Dedicated to Accessibility

Toshiba has stepped beyond government requirements to create MFDs that are accessible to individuals with disabilities. They feature a large 10.1-inch front panel that is infinitely customizable. The button sizes and colors (including text) are adjustable for greater ease of use. The front panel is also tiltable for easier access for those in wheelchairs. Toshiba's recently introduced eConnect TouchFree app enables individuals in wheelchairs or users or the sight-impaired to control all aspects of the MFD's front panel from a larger tablet device or personal smartphone. Toshiba MFDs further produce audible beeps, which signify when a job is complete or when the system requires paper or supplies.

Toshiba's eConnect TouchFree can be a consideration for users who may have difficulties accessing or safely operating the conventional built-in front panel of the MFD. TouchFree utilizes Virtual Network Computer (VNC) technology to enable remote viewing and control of the MFD's touchscreen front panel – even the physical buttons around the touchscreen. The mobile user needs to be on the same network as the MFD. Then they simply launch the app, opening a QR code reader, allowing them to scan a code placed on the MFD by the device administrator containing the IP address of the MFD and VNC password in the code. It is simple to install and easy to use. Our goal is to facilitate safer and easier use of Toshiba MFDs.

#### Proactive Device Management

Toshiba has introduced our Elevate Sky® services whereby our technical experts can proactively predict and resolve MFD issues, catching them before they happen to improve uptime and customer service. Elevate Sky® services provides a variety of cloud-based service delivery tools for Toshiba MFDs. Each one is designed to help you achieve the ultimate customer experience.

Cloud-based Diagnostics: Elevate Sky® MFPCConnect is a cloud-based application that helps Toshiba effectively manage dispersed print environments. This leading application simplifies fleet management, application and license deployment, and policy-based security management. Integrated directly into all Toshiba MFDs, MFPCConnect collects device data, including:

- Fleet settings and firmware levels in order to adhere to company policy or compliance regulations.
- Automatic meter and supply information to ensure on-time supplies delivery.
- Real-time service alerts and diagnostics information to increase uptime.
- Policy-driven backups to enhance data recovery and ensure high availability in case of failure.

As with all cloud implementations, security is extremely important, so Toshiba works to provide end-to-end security in numerous ways. Highly secure cloud platforms such as Microsoft Azure and Amazon Web Service (AWS) host Elevate Sky Service tools to provide peace of mind. Encrypting customer data while helping safeguard information handling are other leading security elements the cloud tools deliver.

This innovative cloud-based application also allows our technical staff to remotely update firmware, push down service codes and find error history within products to help with diagnostics and proactive maintenance of your fleet. Since its introduction, this tool has significantly improved our customers' working environment by increasing uptime, reducing workload and optimizing device management.

Predictive Analytics - e-BRIDGE Remote Diagnostic Tool (eRDT): Toshiba's Remote Diagnostics Tool (eRDT) enables service technicians to access their customer's fleet via a mobile or desktop device while taking any necessary proactive steps based on the recommendation. For example, eRDT could predict that a specific part (say fuser or roller) on certain devices on the fleet may fail by a specific date in the future. Such predictions occur by:

1. Monitoring error trends on the device over time.
2. Analyzing large volumes of data from similar devices in the field.
3. Monitoring the maintenance cycle of parts.
4. Monitoring the usage pattern of the MFD by the customer.

When such predictions occur with high probability, the prediction is reviewed, and a call is placed along with related parts for faster resolution. Technicians may utilize these predictions to optimize service calls. Combining multiple service calls into a single dispatch also reduces

		<p>resellers' service costs. More importantly, technicians may proactively resolve customer issues before they occur, thus improving customer service substantially.</p> <p>Enhanced Remote Assistance - e-BRIDGE Remote Assist (eRA): This cloud-based support portal allows our service technicians to remotely connect (with the customer's permission) to the MFD where they can modify device settings in real-time, diagnose technical issues, collect log information, and provide periodic maintenance on the fleet without requiring an on-site visit, resulting in faster issue resolution and improved service.</p> <p>Toshiba invests over six percent of its annual revenue (over \$4 billion) to our Research and Development (R&amp;D) efforts. Our global innovation network of R&amp;D centers brings together the best technical minds to ensure our go-to-market strategies deliver more value to our customers and meet the ever-growing demands of the networked office environment.</p>
43	Provide two (2) examples of how your devices support seamless workflows with cloud-based document management systems.	<p>Toshiba, at its core, is a communications company and there are three primary ways we illustrate this. First, if your preference is to communicate with your audience via paper, we have the technology, implementation support, service, and the operations to help you print digital information reliably, securely and with predictable cost. Second, if your constituents are online and prefer an electronic format, Toshiba can help convert a page to an image, liberate the data contained on that image, manage its workflow and get it to the right system or person reliably, securely and with predictable cost. Third, if your audience is walking by and possibly outside your network, Toshiba has a full suite of digital signage solutions available to help extend your messaging to people who can consume the messaging in that way. Here we will discuss the second path in more detail.</p> <p>For one Toshiba customer, they identified a need to scan Human Resources onboarding documents directly to their DMS – DocuWare Cloud. This example uses our e-BRIDGE Plus for DocuWare application embedded in our MFP.</p> <p>For the HR employee, the documents are taken to the Toshiba MFP, the user selects the “scan to DocuWare button” on the panel and selects the correct cabinet from a picklist, then document type, and then if they choose, enters the metadata associated with that document (employee last name, first name and employee number for example). After pressing the big green “scan” button, those documents are now available in the DMS systems with all of the associated information to make it an available and easy to find part of the secure record.</p> <p>All of this is possible because of how the application is set up by the administrator in our TopAccess device management interface. Once the application is installed, the administrator points the app to the appropriate CMS tenant and grants access privileges based on either a profile for the device in the department. Alternately and for added security access can be based on the specific login of the user and then is able to present information specific to and secured by that users credentials.</p> <p>For another Toshiba customer, a user in Accounts Payable wished to add invoices to the cloud-based DMS system for processing. In this instance, the AP clerk walks up to the device, selects “Accounts Payable” and simply presses the scan button. In the background the workflow process is designed to ingest the document into a specific workflow tray. Upon receipt into that tray, rules are invoked which begin “intelligent indexing” of the document starting with PO number if found, then Invoice number, then date, then vendor, then amount due. Based on additional rules, such as invoice amount that document can be routed electronically to the appropriate person for authorization and continued processing. The appropriate data is then sent to the client's line of business application, Great Plains in this case, and the image record is kept in the DMS system for reference and audit purposes.</p> <p>In these ways our hardware, software and approach help our customers seamlessly connect to their preferred cloud hosted Document Management Systems.</p>

44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>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:</p> <ul style="list-style-type: none"> <li>• ISO 14001 Environmental Management System Certificate Toshiba TEC Corporation Shizuoka Business Center (Mishima) - Certifying Agency: Japan Quality Assurance Organization (JQA)</li> <li>• ISO 14001 Certificate of Registration of Environmental Management System - Certifying Agency: TUV Rheinland of North America, Inc.</li> <li>• ISO 45001 Occupational Health and Safety Certificate Toshiba TEC Corporation Shizuoka Business Center (Mishima) - Certifying Agency: Japan Quality Assurance Organization (JQA)</li> </ul> <p>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.</p> <p>Please refer to the attached, "Toshiba's Green Initiatives" that describes both company and product related environmental initiatives undertaken by Toshiba.</p>
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation (e.g. life-cycle management, energy consumption, and end-of-life disposal options), or other green/sustainability factors.	<p>Toshiba products meet the U.S. EPA Energy Star guidelines for energy efficiency. All of the proposed Toshiba models are Energy Star certified to the latest and most stringent requirement. Further, their Typical Electrical Consumption (TEC) is among the lowest in the industry. Our products 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 helping customers save on their energy bill. Further, Toshiba's high efficiency induction heating fusing technology built into our products shortens warm-up times while reducing energy consumption.</p> <p>As a global manufacturer, Toshiba must also comply with stringent international environmental standards such as Japan's Eco Mark, Germany's Blue Angel Mark, China Environmental Label, Canadian EcoLogo Symbol, Nordic Swan Label, Taiwan Eco Mark, Korea Eco-Label, and ECO-LEAF Label. Toshiba's copier equipment and toner manufacturing facilities are certified to the ISO 14001 standard for environmental excellence. Further, all current Toshiba e-BRIDGE multifunction products have also achieved EPEAT gold certification. EPEAT is a leading global Type-1 ecolabel for technology products. It is considered Environmentally Preferred Product as listed in the Federal Acquisition Regulation (FAR) and the Environmentally Preferable Program.</p> <p>Toshiba 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. Manufacturers of the non-Toshiba products being proposed have their own hardware recycling programs.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

46	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>In delivering our solutions to Sourcewell and its Participating Entities, we engage our entire corporate infrastructure: people, processes, systems, technology, and nationwide network of direct service branches and independent service providers strategically located throughout the U.S. and Canada. Toshiba will help participating organizations in addressing several key objectives, all aligned with Sourcewell's objectives:</p> <ul style="list-style-type: none"> <li>• Proven quality products and service expertise to meet the demands of Sourcewell and Participating Entities nationwide.</li> <li>• Single point of contact for all services (hardware, service, consumables, and output).</li> <li>• Leverage national footprint to distribute products, supplies, software, and services nationwide.</li> <li>• Capitalize on strong sales and service teams to drive future sales and support.</li> <li>• Effectively promote the contract through marketing campaigns and dealer engagements.</li> <li>• Cost controls and spend management solutions.</li> <li>• Reduce the burden on IT for help desk, diagnostics, and break-fix support.</li> </ul> <p>As a true business partner, Toshiba will work with Participating Entities to help you select and implement the most optimal solutions to reduce and contain print management costs while implementing better reporting and oversight to your print management program. This proposal provides creative and effective solutions to achieve your objectives.</p> <p>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>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
47	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Toshiba has a number of service providers classified as WMBE, SBE, VOSB, SDVOSB, or HUB certified business enterprises who we utilize in sales, service, and support to our numerous public and private sector clients.</p> <p>While Toshiba is not a women, minority or small business entity, we can offer 2nd-tier diversity credits from our spend with diversity partners; in 2023, 75% of TABS' purchases were from Small Businesses, Small Disadvantaged Businesses, and Woman-Owned Small Business concerns.</p> <p>Further, Toshiba participates in the skills development of our minority-owned and women-owned business dealers to enhance their ability to effectively sell, service, and support Toshiba's digital imaging systems and advanced software solutions. Since January 1, 2005, Toshiba has provided technical training to over 180 employees of our minority-owned and women-owned business dealers on a variety of advanced technical service and technical product sales training programs. These users completed 54 unique technical training programs for a total of 595 hours of study.</p> <p>We have provided a listing of Toshiba's small business service providers as well as certificates where available.</p>	*
48		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A.	*
49		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Corporate Computer Solutions, Inc. Power Business Technology, LLC	*
50		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A.	*
51		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Choice Technical Services Inc.	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Choice Technical Services Inc.	*
53		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete Office Technologies Dewitt Poth and Son Power Business Technology, LLC Choice Technical Services Inc. Corporate Computer Solutions, Inc. The Office Works	*
54		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete Office Technologies Dewitt Poth and Son	*
55		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Corporate Computer Solutions, Inc. Power Business Technology, LLC	*

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Toshiba's standard payment terms are net 30 days from the date of the invoice.	*



57	<p>Describe any leasing or financing options available for use by participating entities.</p> <p>Describe how these options account for upgrading to newer models to mitigate the risk of equipment obsolescence.</p>	<p>Yes. Toshiba offers three lease 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, i.e., 24, 36, 48, and 60-months.</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 eligible government clients with the best terms and rates as well as ownership. Leases are offered for varying lengths of time.</p> <p>Toshiba can frame a contract that will allow the Participating Entity to add new products or replace their existing product with new technology by simply refreshing the existing contract. Lease pricing will be quoted as each request is made based on the term requested, number of devices, models and accessories needed, and volumes anticipated.</p> <p>In all cases, Toshiba will 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>	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Given the flexibility of the Master Contract in the selection of transaction documents which may be used with Participating Entities, Toshiba will work with the Participating Entity to select a mutually agreeable form, depending on the transaction type.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>Yes. Toshiba can accept payment made by MasterCard and Visa. There are no additional costs to Sourcwell's Participating Entities for using payment cards.</p> <p>TTCS can accept payment made via credit cards.</p>	*
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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 uploaded Price Proposal.	*
61	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.	*
62	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.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	<p>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:</p> <ul style="list-style-type: none"> <li>• Equipment Moves and Relocations</li> <li>• Hard Drive Removal</li> <li>• Consulting/Professional Services</li> <li>• After-hours and weekend service</li> </ul>	*

64	<p>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.</p>	<p>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:</p> <ul style="list-style-type: none"> <li>• Expedited delivery charges may apply for rush orders.</li> <li>• Rigging services, meaning extraordinary delivery services, such as the use of a crane (too narrow of hallways, requiring entry through a window) and helicopter.</li> <li>• The price for IT networking expenses (re-connecting) necessitated due to changes in networking, electrical surges or otherwise.</li> <li>• Equipment moves are an optional service. Toshiba can provide a quote at the time of service.</li> </ul>
65	<p>Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.</p>	<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 is also a top priority.</p> <p>Long before production begins, sample tests are carried out with MFD prototypes, often under extremely stringent conditions. These tests include:</p> <ul style="list-style-type: none"> <li>• Climatic test under extreme conditions</li> <li>• Storage test</li> <li>• Life test with security factor</li> <li>• Health test</li> <li>• More than 50 individual tests</li> <li>• Step-by-step optimization of materials, parts, and procedures</li> </ul> <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 would discuss, plan, and agree on delivery and installation dates with each Participating Entity upfront. Immediately an order has been received and processed by our warehouse, and the products needed 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</p>

		<p>are verified to be functional before installation. 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>	
66	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.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	FOB Destination.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Toshiba has developed an onboarding presentation and collateral to educate and support dealers using the Sourcewell program. The onboarding presentation agenda includes: (1) About Sourcewell, (2) Introduction to Toshiba's Award, (3) Overview of the scope of the program, (4) Order Process including Order Documentation, and (5) Contact Support Teams. Additional collateral is available such as a Dealer Playbook by channel (Direct and Dealer Channel) which outlines the program information and order process and a corresponding Dealer Flashcard which is a one-page "cheat sheet" used for quick reference by both sales and dealer admin teams.</p> <p>Post-onboarding activities include scheduling ongoing follow-up meetings to discuss go-to-market strategy (two weeks of post onboarding), walk through the order process with dealer admin teams (two-weeks of post onboarding and as needed), and review sales revenue and performance (quarterly). Dealer launch package includes Playbook, Flashcard, Presentation, as well as a Dealer Agreement with rules of engagement to participate.</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 professionals from each service provider organization are expected to complete a comprehensive self-paced sales onboarding program. The goal of this program is to help new sales representatives understand Toshiba's full spectrum of solutions (systems, software, and services) offered to Sourcewell Participating Entities and how they address the needs, applications, and business issues of clients. The program will introduce them to the Toshiba organization, our support portals, and highlight the vast marketing and sales resources that are available to them as a Toshiba dealer sales professional.</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> <p>We have included copies of our Dealer Playbook and Dealer Flashcard that the Toshiba Team currently utilizes to educate our dealer channel under our existing Sourcewell contract.</p>	*

70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<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 providing 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, 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 providing 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>	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	The contract administrative fees we pay on the current Sourcewell purchasing cooperative contract is 1.5%, we propose continuing this in the new contract. Reminder, in our current Master Contract, Toshiba obtained a negotiated agreement with Sourcewell to pay the admin fee upfront for a multi-year term. Toshiba has made this same redline recommendation in our proposal for the Master Contract.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	N/A.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
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73	Provide a detailed description of all the Solutions offered, including used, offered in the 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 Brother 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>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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74	<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: Toshiba</p> <ul style="list-style-type: none"> <li>• Copy, Print, Scan &amp; Fax</li> <li>• Monochrome: 20 ppm to 120 ppm</li> <li>• Color: 20 ppm to 75 ppm</li> <li>• Hybrid: Monochrome 35ppm to 50 ppm with erasable print</li> </ul> <p>Printer-based Devices</p> <ul style="list-style-type: none"> <li>• Multifunction Printers: HP, Lexmark, Brother</li> <li>• Single-function Printers: HP, Lexmark, Brother</li> </ul> <p>Thermal Barcode Printers</p> <ul style="list-style-type: none"> <li>• Industrial Printers</li> <li>• Industrial-Desktop Printers</li> <li>• Desktop Printers</li> <li>• Mobile Printers</li> </ul> <p>Large Format Printers</p> <ul style="list-style-type: none"> <li>• Monochrome: HP, KIP</li> <li>• Color: HP, KIP</li> </ul> <p>Scanners</p> <ul style="list-style-type: none"> <li>• Desktop and High Volume: Kodak Alaris, Brother</li> </ul> <p>Professional Services</p> <ul style="list-style-type: none"> <li>• Encompass asset management consultative services</li> <li>• Fleet assessment and optimization</li> <li>• Environmental Assessments</li> <li>• Security Vulnerability Assessment</li> <li>• Document Conversion Services: Docufree</li> </ul> <p>Software Solutions</p> <ul style="list-style-type: none"> <li>• Advanced Scanning: Drivve</li> <li>• Job Accounting: PaperCut, Pharos, LRS</li> <li>• Document Management: DocuWare</li> <li>• Internet Fax Solutions: XM Fax</li> </ul> <p>Digital Signage</p> <ul style="list-style-type: none"> <li>• Indoor/ Outdoor Digital Displays</li> <li>• Video Walls Interactive Touch Panels and QSR Menu Boards</li> <li>• Touch Screens/Wayfinding/Kiosks</li> <li>• Digital Displays/ Collaboration Tables</li> <li>• Assessments &amp; Site Surveys</li> <li>• Design and Implementation</li> <li>• Content Development &amp; Creation</li> <li>• Content Management</li> </ul> <p>TTCS</p> <p>Multifunction Devices</p> <ul style="list-style-type: none"> <li>• Copy, Print, Scan &amp; Fax</li> <li>• Monochrome: 20 ppm to 85 ppm</li> <li>• Colour: 20 ppm to 75 ppm</li> </ul> <p>Printer-based Devices</p> <ul style="list-style-type: none"> <li>• Multifunction Printers: Lexmark</li> <li>• Single-function Printers: Lexmark</li> </ul> <p>Large Format Printers</p> <ul style="list-style-type: none"> <li>• Monochrome: KIP</li> <li>• Colour: KIP</li> </ul> <p>Professional Services</p> <ul style="list-style-type: none"> <li>• Asset management consultative services</li> </ul> <p>Software Solutions</p> <ul style="list-style-type: none"> <li>• Advanced Scanning: Drivve</li> <li>• Job Accounting: PaperCut</li> <li>• Document Management: DocuWare, MFiles</li> <li>• Internet Fax Solutions: XM Fax</li> </ul>
75	<p>Describe how your copiers, printers, and multi-function devices integrate with popular cloud storage services.</p>	<p>Toshiba offers a suite of apps that allow access to many of the most popular cloud storage locations, including Box, Dropbox, Google Drive, Google Workspace and Office 365®, directly from the MFD panel. Our e-BRIDGE Cloud Login (eCL) further enhances security for app users through multi-factor authentication. Our MFD panel includes a QR code to make logging into these cloud locations convenient and secure.</p>



76	Describe what security features are integrated into your copiers, printers, and multi-function devices.	<p>Device Security. Toshiba MFDs incorporate security technologies such as department codes, private print, secure PDF, strong passwords, network authentication, usage limitations, job log email authentication, data overwrite, and advanced encryption. Toshiba's exclusive Open Platform architecture allow administrators to set and deploy company-wide security rules, settings, defaults and scanning guidelines from one centralized location to their entire fleet of Toshiba's Open Platform-enabled MFDs, providing improved control, security and efficiency.</p> <p>Toshiba is a leading drive manufacturer, producing the hard disk drives (HDDs) and solid state drives (SSDs) used inside our very own MFDs – we are the only one in the industry who can say that. And these drives feature unique technology, making them the most secure storage devices available today. Considering that the drive stores all the data coming through your MFD and is often considered the highest risk component inside today's modern MFD, we believe this is a risk that cannot be overlooked.</p> <p>All Toshiba MFDs are equipped with self-encrypting drives which ensure that the data stored on the HDD are encrypted with an AES 256-bit algorithm. Therefore, even if the HDD is stolen or removed from the Toshiba MFD, the data is invalidated immediately to avoid any information leakage. The Data Overwrite feature on Toshiba MFDs allows data that is temporarily stored on the HDD from copying, printing, scanning or faxing operations to be automatically overwritten and erased by a DoD standards-compliant method once they're completed. This Data Overwrite feature also has the function of completely erasing the data in all HDD areas.</p> <p>Access Security. The secret to access security is making sure the right people have access to the right data as well as the right device capabilities. Toshiba achieves this by restricting, managing and monitoring access. Our multi-factor authentication along with roles based access control features ensure that only authorized individuals or sites can access the device physically or digitally; you can even limit access at the feature-level so your security policies can be very granular and customized.</p> <p>Along with restrictions comes the task of managing those boundaries. Toshiba makes it easy with authorizations that can be managed from a centralized active directory so you can apply consistent role-based security rules across the board. And lastly, we offer comprehensive monitoring through steps such as activity logs, real-time notifications and shareable alerts. Toshiba devices also support biometric authentication which adds another layer of access security.</p> <p>Document Security. At Toshiba, proper document security starts with the capture phase where we employ built-in security for all input sources, including computer, email, web/cloud and USB on the MFD. Once the documents are in the device, we ensure that documents are safely stored in the hard drive with multilevel encryption and protected policies. To guarantee a secure release from your devices, you have multiple methods to take into consideration. Printing, copying, scanning and faxing each have their own security risks, and Toshiba has many tools, restrictions, verifications and more to ensure you and your company are covered no matter the output method.</p> <p>Cloud Security. Cloud technologies and services are prevalent in almost all workplaces today. With hybrid work environments, the print devices may be located at a home office or may need to be accessed anytime and from anywhere. Hence, it's even more important that the MFD is protected against any threats originating inside or outside of the organization's network.</p> <p>Toshiba MFDs have several built-in security features to protect from cyber threats. Some of these include hardware root-of-trust via TPM 2.0, identity and access management (IAM) via OAuth 2.0, integration with leading identity providers such as Microsoft® and Google™, and built-in anti-malware. These features combined with latest data encryption protocols make Toshiba devices ideal for hybrid workforce.</p>
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**Table 8B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Subcategory (e.g., laser, inkjet, high speed, low volume) *	Offered *	Number of Models Proposed *	Device Capabilities (e.g., mobile, desktop, production) *	Comments
77	Copiers	Laser Small and Personal Laser Office Laser Light Production	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	Desktop and Floor Models	See links to the following product categories:  Small & Personal MFDs <a href="https://business.toshiba.com/category/small-personal-mfps">https://business.toshiba.com/category/small-personal-mfps</a>  Office MFDs: <a href="https://business.toshiba.com/category/office-mfps">https://business.toshiba.com/category/office-mfps</a>  Light Production MFDs <a href="https://business.toshiba.com/category/light-production-mfps">https://business.toshiba.com/category/light-production-mfps</a>
78	Printers	Laser Wide Format Thermal Label and Receipt	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	Desktop and Floor Models	Laser Printers <a href="https://business.toshiba.com/products/laser-printers">https://business.toshiba.com/products/laser-printers</a>  Wide Format Printers <a href="https://business.toshiba.com/products/wide-format-printers">https://business.toshiba.com/products/wide-format-printers</a>  Label & Receipt Printers <a href="https://business.toshiba.com/category/label-receipt-printers">https://business.toshiba.com/category/label-receipt-printers</a>
79	Scanners	Personal and Departmental	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	Personal and Departmental	Scanners <a href="https://business.toshiba.com/products/scanners">https://business.toshiba.com/products/scanners</a>
80	Multi-Function Devices	Laser Small and Personal Laser Office Laser Light Production	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	Desktop and Floor Models	See links to the following product categories:  Small & Personal MFDs <a href="https://business.toshiba.com/category/small-personal-mfps">https://business.toshiba.com/category/small-personal-mfps</a>  Office MFDs: <a href="https://business.toshiba.com/category/office-mfps">https://business.toshiba.com/category/office-mfps</a>  Light Production MFDs <a href="https://business.toshiba.com/category/light-production-mfps">https://business.toshiba.com/category/light-production-mfps</a>

**Table SC: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Subcategory	Offered *	Comments	
81	Hardware, software, and accessories, to the extent that they are complementary and directly related to the devices specified in 76 through 80.		<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	*
82	Services related to the solutions described in 76 through 81:		<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	*
83		Managed Print Services (MPS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	*
84		Access and/or security controls	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	*
85		Networking	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	*
86		Installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	*
87		Monitoring and/or testing	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	*
88		Maintenance and/or repair	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	*
89		Warranty program	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Price Sheet.	*

**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.

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Toshiba\_Sourcewell Pricing 112024.zip - Thursday November 21, 2024 10:08:52
- [Financial Strength and Stability](#) - Financial Strength and Stability\_Toshiba.zip - Thursday November 21, 2024 10:09:43
- [Marketing Plan/Samples](#) - Marketing Plan Samples\_Toshiba.pdf - Thursday November 21, 2024 10:10:48
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE-MBE-SBE Certificates\_Toshiba.zip - Thursday November 21, 2024 10:12:41
- [Standard Transaction Document Samples](#) - Standard Transaction Document Explanation.pdf - Thursday November 21, 2024 10:13:35
- [Requested Exceptions](#) - Requested Exceptions\_Toshiba.zip - Thursday November 21, 2024 10:14:31
- [Upload Additional Document](#) - Additional Documents\_Toshiba.zip - Thursday November 21, 2024 10:15:34

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. 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>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal 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. - Larry White, President and 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 obligations contemplated in the solicitation proposal.

☒ 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
<b>Addendum_7_Copiers_Printers_MFDs_RFP112124</b> Wed November 13 2024 04:31 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_Copiers_Printers_MFDs_RFP112124</b> Mon November 11 2024 04:01 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Copiers_Printers_MFDs_RFP112124</b> Wed November 6 2024 02:34 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Copiers_Printers_MFDs_RPF112124</b> Fri October 25 2024 07:52 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Copiers_Printers_MFDs_RPF112124</b> Wed October 23 2024 02:19 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Copiers_Printers_MFDs_RPF112124</b> Thu October 17 2024 12:47 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_1_Copiers_Printers_MFDs_RPF112124</b> Wed October 16 2024 08:33 AM	<input checked="" type="checkbox"/>	1