

TIPS VENDOR AGREEMENT

Between Toshiba America Business Solutions, Inc. **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For **RFP 180103 Copiers, Fax and Multifunction Machines**

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS.

Payment can only be made to the awarded Vendor or vendor assigned company.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (3) year with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees except to the extent that such costs, expenses, damages, injury or loss are caused by the negligence or willful misconduct of TIPS, TIPS Members or employees and to the extent permitted by the Constitution and Laws of the State of Texas. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement except to the extent such claims or suits are arising out of or caused by the negligence or willful misconduct of TIPS, TIPS Members, officers or employees and to the extent permitted by the Constitution and Laws of the State of Texas.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations

2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda,

that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel _____
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686.
And by an email sent to bids@tips-usa.com

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 180103 Copiers, Fax and Multifunction Machines

Company Name Toshiba America Business Solutions, Inc.

Address 25530 Commercentre Drive

City Lake Forest State CA Zip 92630

Phone (800) 866-4361 Fax (949) 462-2557

Email of Authorized Representative michael.torcaso@tabs.toshiba.com

Name of Authorized Representative Michael Torcaso

Title Senior Vice President and CFO

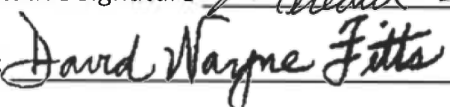
Signature of Authorized Representative 

Date March 12, 2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date H/27/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department Building
Fax				
Bid Number	180103			Floor/Room
Title	Copiers, Fax and Multifunction Machines	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	1/4/2018 08:01 AM (CT)			Email
Close Date	2/16/2018 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	Toshiba America Business Solutions, Inc.
Address	25530 Commercentre Drive
	Lake Forest, CA 92630
Contact	Mike McKinley
Department	
Building	
Floor/Room	
Telephone	(949) 462-6000 x6325
Fax	(949) 462-2557
Email	Mike.mckinley@tabs.toshiba.com
Submitted	2/16/2018 10:14:58 AM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Michael Torcaso

Email gem@tabs.toshiba.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Not applicable.
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Toshiba America Business Solutions, Inc. (TABS) manages product planning, marketing, sales, service support and distribution throughout the U.S., Mexico, Brazil, Latin America and the Caribbean. TABS provides responsive sales and service support locally, nationwide and around the globe. Our portfolio includes not only award-winning document imaging products and services but also solutions relating to Managed Print Services, document capture and workflow and digital display signage. Toshiba is marketing its multifunction devices and facsimile machines to TIPS members through its authorized service providers. Please access our catalog, contract information and reseller information through the links provided.
6	Primary Contact Name	Primary Contact Name	Mike McKinley
7	Primary Contact Title	Primary Contact Title	Regional Sales Manager, Major Accounts
8	Primary Contact Email	Primary Contact Email	Mike.mckinley@tabs.toshiba.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6786132311
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7703397092

11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6786132311
12	Secondary Contact Name	Secondary Contact Name	Christina Fisher
13	Secondary Contact Title	Secondary Contact Title	Director, Bids, Proposals and Contracts
14	Secondary Contact Email	Secondary Contact Email	Christina.fisher@tabs.toshiba.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9494626325
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9494622557
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9498878944
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Linda Raessner
19	Admin Fee Contact Email	Admin Fee Contact Email	Linda.raessner@tabs.toshiba.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9494626086
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Tim Bosek
22	Purchase Order Contact Email	Purchase Order Contact Email	Tim.bosek@tabs.toshiba.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9494626918
24	Company Website	Company Website (Format - www.company.com)	www.business.toshiba.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	33-0865305
26	Primary Address	Primary Address	25530 Commercentre Drive
27	Primary Address City	Primary Address City	Lake Forest
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	CA
29	Primary Address Zip	Primary Address Zip	92630
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Toshiba, TABS, e-STUDIO, e-BRIDGE, MPS, managed print, touch screen, printing, multifunction, printers, facsimile, fax, scan, MFP, MFD, copiers, workflow, innovation, assessment, optimization, CloudConnect, toner, Encompass, TQC, SecureMFP, recycling, toner , copy, print, copy machine
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your	Yes

		intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Lake Forest
34	Company Residence (State)	Vendor's principal place of business is in the state of?	California
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	Not applicable.
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	54.47%

41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	15
45	Years Experience	Company years experience in this category?	44
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

- 50 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES
- The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.
- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No
- 53 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question. Not applicable.

55 Antitrust Certification Statements (Tex.
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)
that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

- | | | | |
|----|--|---|------------------------|
| 59 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p> | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p> | Yes |
| 61 | 2 CFR PART 200 Termination | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes |

62	2 CFR PART 200 Clean Air Act	Yes
63	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?</p>	Yes
64	<p>2 CFR PART 200 Federal Rule</p> <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>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 CFR part 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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

67 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68 Remedies Explanation of No Answer		Not applicable.
69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

71	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
72	Alternative Dispute Resolution Explanation of No Answer		Not applicable.
73	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	No
74	Infringement(s) Explanation of No Answer		<p>Add the following to the end of the clause:</p> <p>"except to the extent such claims or judgments are arising out of any modifications, alterations or changes to products or services without Vendor's express written consent to the extent permitted by the Constitution and Laws of the State of Texas."</p>
75	Acts or Omissions	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p>	No

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, reasonable attorney's fees and expenses arising out of, or resulting from any negligent acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor, except to the extent such liability, actions, claims, demands or suits are arising out of or caused by the negligence or willful misconduct of TIPS, its officers, employees, agents, representatives, contractors, assignees or designees to the extent permitted by the Constitution and Laws of the State of Texas.

77 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

78 Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

79 Insurance and Fingerprint Requirements
Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>Some</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

82	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	Toshiba understands and has complied.
83	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	No
84	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	<p>Please make changes to the Indemnity clause and revise so as to read as indicated below:</p> <p>The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees except to the extent that such costs, expenses, damages, injury or loss are caused by the negligence or willful misconduct of TIPS, TIPS Members or employees and to the extent permitted by the Constitution and Laws of the State of Texas. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement except to the extent such claims or suits are arising out of or caused by the negligence or willful misconduct of TIPS, TIPS Members, officers or employees and to the extent permitted by the Constitution and Laws of the State of Texas.</p>

85 Texas Business and Commerce Code § 272
Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES. (No Response Required)

Line Items		
Response Total:		\$0.00

Resellers - Dealers	Optional - For proposers with resellers
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This resellers document is for proposers to list any other companies that resell their products.

Only list resellers of your products that are located in the US or Canada.

Example: If a furniture manufacturer were responding to our RFP, then the furniture manufacturer would list on the resellers list sheet the furniture dealers that carry their products.

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
AA Office Equipment Co.	1278 West Winton Ave	Hayward	CA	94545	Jim Dye	jdye@aaoffice.com	510-782-6110	510-351-9078	aaoffice.com
ABS Business Systems of Anniston	260 Industrial Drive Extension	Oxford	AL	36203	Brian Woodfin	brian@absofficesystems.com	256-236-5536	252-928-4935	absofficesystems.com
ABS Business Systems of Mobile	4950 Tufts Road	Mobile	AL	36619	JT Ray	jraysr@aol.com	251-661-7267	251-602-5442	absofmobile.com
ABS Business Systems of Montgomery	868 Lagoon Commercial Blvd	Montgomery	AL	36117	Eddie Cobb	ecobb@absmgm.com	334-396-0809	334-396-0807	absmgm.com
Adams Remco Inc	3611 St. Johns Bluff Road S, Suite 7	Jacksonville	FL	32257	Wade Mickey	wadem@adamsremco.com	904-996-8001	904-996-7191	www.adamsremco.com
Adams Remco Inc	2612 Foundation Dr	South Bend	IN	46628	Jody Carlile	jodyc@adamsremco.com	574-288-2113	574-287-0857	www.adamsremco.com
Advanced Business Systems	1236 North Monroe Street	Tallahassee	FL	32303	Brian Snow	bsnow@a-b-s.com	850-222-2308	850-222-3684	www.a-b-s.com
Allied Business Solutions	10394 Emerald Street	Boise	IA	83704	Tom Beeles	t.beeles@digitalallied.com	208-344-3833	208-344-3520	www.digitalallied.com
Allied Business Solutions	1252 Southwest 4th Avenue	Ontario	OR	97914	Tom Beeles	t.beeles@digitalallied.com	541-889-7697	208-344-3520	www.digitalallied.com
American Business Systems	9637 Hood Road	Jacksonville	FL	32257	Dave Klusmeier	david.k@absjacksonville.com	904-880-2176	904-880-2177	www.absjacksonville.com
Appalachia Business Communicati	107 Tri-Cities Business Park Drive	Gray	TN	37615	Jeff Eaves	jeff.eaves@earthlink.net	423-477-1300	423-477-2180	www.appalachiabusiness.com
Automated Business Machines	1730 Boxwood Place	Columbus	GA	31906	Mel Smith	mel@abmcol.com	706-561-0075	706-561-6442	www.abmcol.com
Axion Business Technologies Inc.	832 Dyer Ave	Cranston	RI	2920	Bob Ferland	robertferland@axionbt.com	401.438.6622	401-438-5557	www.axionbusinesstechnologies.com
Berry Business Machines Inc.	410 South Post Road	Shelby	NC	28152	Tony Berry	tberry@berrybusinessmachines.com	704-482-4006	704-482-7769	www.berrybusinessmachines.com
Burtronics Business Systems	216 South Arrowhead Ave.	San Bernardino	CA	92408	Randy Hlebasko	rhlesbasko@burtronics.com	909-885-7576	909-388-2124	www.burtronics.com
Business Copier Solutions	13750 Danielson Street	Poway	CA	92064	Keith Justus	kjustus@bccopy.com	858-668-0809	858-413-1348	www.bccopy.com
Carolina Business Equipment Inc.	5123 Bush River Road	Columbia	SC	29212	John Eckstrom	john@cbesc.com	(803) 798-7522	803.551.2955	www.cbesc.com
Copy Concepts Inc.	11901 Metro Parkway	Fort Myers	FL	33912	Ron Hickox	cdargis@copyconceptsinc.com	239-275-9101	239-275-5647	www.copyconceptsinc.com
Copyfax	333 Southport Circle	Virginia Beach	VA	23452	Jay Serrao	jserrao@copyfaxva.com	757-490-2444	757-497-8740	www.copyfaxva.com
Copy Products Inc.	2103 West Vista Street	Springfield	MO	65807	Erik Crane	ecrane@copyproductsinc.net	417-889-5665	417-889-7712	www.copyproductsinc.com
Corporate Computer Solutions Inc.	55 Halstead Avenue	Harrison	NY	10528	Ann Martino	amartino@CorporateComputer Sol.com	914-835-1105	914-835-5947	www.corporatecomputersol.com
Crosby Mook Office Equipment	558 High Street NE	Warren	Ohio	44483	Rocky Mitolo	rocky@crosbymook.com	330-399-8926	330-399-1619	www.crosbymook.com
DeWitt Poth & Son	211 West May Street	Yoakum	TX	77995	Jacque Schumacher	jacque@dewittpoth.com	361-293-3791	361-293-7553	www.dewittpoth.com
Diamond Technologies Inc	8701 Swigert Ct	Bakersfield	CA	93311	Matt Mayo	mmayo@diamondit.pro	661-833-5600	661-833-5604	www.dimondit.pro
Digital Printing Solutions	2018 Town West Drive	Rogers	AR	72756	David Hale	dhale@dpsone.com	479-636-0112	479-636-1502	www.dpsone.com
Document & Network Technologie	2217 Cassens Court Ste 112	Fenton	MO	63026	Chris Albert	calbert@dntstl.com	314-773-6000	314-771-6344	www.dntstl.com
CBE DBA/ DocuQuest Inc	110 Pipemaker Circle, Suite 101	Pooler	GA	31322	John Prussia	john@docuquest.com	912-525-3555	912-966-2219	www.docuquest.com
Donnellon McCarthy Enterprises	2268 Westbrooke Drive, Suite K	Columbus	OH	43228	Tony Donnellon	a.donnellon@donnellonmccarthy.com	614-224-2679	614-224-3919	www.donnellonmccarthy.com
Donnellon McCarthy Enterprises	10855 Medallion Drive	Cincinnati	OH	45241	Tony Donnellon	a.donnellon@donnellonmccarthy.com	614-224-2679	614-224-3919	www.donnellonmccarthy.com
E.O. Johnson Company Inc.	8400 West Stewart Ave	Wausau	WI	54401	Dave Johnson	djohnson@eojohnson.com	715-824-9999	715-842-5950	www.eojohnson.com
Golden Gate Office Systems	927 Howard St	San Francisco	CA	94103	Mark LeBlanc	mark@ggoffice.com	415-621-2200	415-621-3970	www.ggoffice.com
Hagan Business Machines	1112 Peach Street	Erie	PA	16501	Mike Kneidinger	mikek@haganerie.com	814-456-7521	814-456-7470	www.haganerie.com
Hagan Business Machines - Meadv	77 Mead Ave	Meadville	PA	16335	Jay Verno	jay@hagan1.com	814-724-4601	814-724-3469	www.hagan1.com
Higher Information Group LLC	400 N Blue Ribbon Ave	Harrisburg	PA	17112	John Frisch	jfrish@higherinfogroup.com	714-652-3310	717-540-1558	www.higherinfogroup.com
Imagine Technology Group	420 N Roosevelt Ave	Chandler	AR	85226	Chad Schwartz	cschwartz@itcarizona.com	602-454 - 0720	602- 454-0720	www.itgarizona.com
Integrated Office Technology	12150 Mora Drive	Sante Fe Springs	CA	90670	Bob Ziemann	bobz@iotecdigital.com	562-236-9200	562-236-9222	www.iotecdigital.com
Itsavvy	313 South Rohlwing Rd	Addison	IL	60101	Rob Ince	rince@itsavvy.com	630-369-6300	630-396-6322	www.itsavvy.com
J.D. Young Company	116 West 3 rd Street	Tulsa	OK	74103	Robert Stuart Sr.	dstuart@jdyoung.com	918-582-9955	918-582-1995	www.jdyoung.com
James Imaging Systems Inc	3375 Intertech Drive	Brookfield	WI	53045	Bill Coon	bcoon@jamesimaging.com	262-781-7700	262-781-9900	www.jamesimaging.com
Johnnies Office Systems Inc	1618 West Avenue M, Suite D	Tempe	TX	76504	Bill Gibson	bgibson@johnnies.com	254-778-7608	254-778-1502	www.johnnies.com
Kelley Imaging Systems Inc	22710 72nd Ave S	Kent	WA	98032	Aric Manion	aric.manion@kelleyimaging.com	800-495-3175	206-285-4023	www.kelleyimaging.com
KKC Imaging Systems	1550 N Farnsworth Ave	Aurora	IL	60505	60505	christine.olson@kopykatcopier.com	(630) 851-9822	(630) 851-9855	www.kopykatcopier.com
Kota Solutions	13 Crow Hill Rd	Uncasville	CT	6382	Vin Sullo	vsullo@kotasolutions.com	860-862-6140	860-862-6140	www.kotasolutions.com
Landis Office Center Inc	151 N Center St	Cumberland	MD	21502	Dwight Perrin	dwright@landisoffice.com	301-722-1900	301-722-4088	www.landisoffice.com
Laser Resources LLC	4265 NW 109th St	Urbandale	IA	50322	Andy Lashier	andy@laserresources.com	515-333-5838	515-276-8700	www.LaserResources.com
Manning's Office Solutions	1510 North 7th St.	Beaumont	TX	77703	Kenny Kraemer	kennyk@manningsupply.com	409-899-1122	409-225-3863	www.manningsupply.com
MBG Office Systems	509 Hillcrest Industrial Blvd	Macon	GA	31204	Chad Griffin	cgriffin@mbgos.com	478-742-2588	478-716-7841	www.mbgos.com
Memphis Communications Corp	5217 Linbar Drive Suite 306	Nashville	TN	37211	Shane Berry	shaneb@memphiscommunications.net	615-370-4211	615-370-4532	www.memphiscommunications.net
Memphis Communications Corp	4771 Summer Ave	Memphis	TN	38122	Shane Berry	shaneb@memphiscommunications.net	901-725-9271	901-272-3577	www.memphiscommunications.net
Metroland Business Machines Inc	25 Kraft Ave	Albany	NY	12205	ED Neary	eneary@metrobusma.com	518-452-2600	518-452-2603	www.metrobusma.com
Millennium Business Systems	33140 Industrial Rd	Livonia	MI	48150	Angela Neu Wichma	aneu@2millennium.com	734-591-3100	734-591-9120	www.2millenium.com

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
Premier Systems Inc	885 East Collins Blvd., Suite 103	Richardson	TX	75081	Carl Telthorst	ctelthorst@gopremier.biz	972-889-2796	972-234-0925	www.gopremier.biz
Prosource	2331 Fortune Dr.	Lexington	KY	40509	Sean Sullins	ssullins@totalprosource.com	513-769-0606	800-769-0246	www.totalprosource.com
Prosource	11003 Blugrass Parkway	Louisville	KY	40299	Sean Sullins	ssullins@totalprosource.com	513-769-0606	800 769-0246	www.totalprosource.com
Prosource	1041 8th Avenue	Huntington	WV	25701	Sean Sullins	ssullins@totalprosource.com	513-769-0606	800 769-0246	www.totalprosource.com
Southeastern Business Machines	3413 South Memorial Parkway	Huntsville	AL	35801	Alan Bean	alan.bean@sebmhsv.com	256-882-0190	256-880-1965	www.sebmhsv.com
Southwest Copy Systems Inc	4545 McLeod Road, NE	Albuquerque	NM	87109	Kevin Simpson	ksimpson@swcopy.com	505-344-8211	505-344-8187	www.southwestcopy.com
Standard Business Systems Inc	1300 Westpark Drive, Suite 7	Little Rock	AR	72204	Mr. David	davidg@standardbusiness.com	501-663-4414	501-663-4976	www.standardbusiness.com
Standley Systems LLC	1401 North Seventh Street	Ponca City	OK	74601	Mr. Tim Elliot	telliott@standleys.com	580-765-4436	580-762-7610	www.standleys.com
Stargel Office Solutions	4700 Blalock Rd.	Houston	TX	77041	T.J. DeBello	tj.debello@stargel.com	713-461-5382	713-461-6450	www.stargel.com
Summit Business Systems Inc	500 Enterprise Drive	Edmond	OK	73013	Cory Brown	coryb@summitokc.com	405-947-0707	405-946-7187	www.summitokc.com
Technocom Business Systems	3330 Monroe Road	Charlotte	NC	28205	Al Jones	ajones@technocomusa.com	704-847-5200	704-847-5272	www.technocomusa.com
The Lioce Group	2950 Drake Avenue	Huntsville	AL	35805	Jason Pletsch	jpletsch@liocegroup.com	256-650-1803	256-650-4160	www.liocegroup.com
Toshiba Business Solutions	180 Kenneth Drive, Suite 200	Rochester	NY	14623	Tim O'Neil	tim.oneil@tbs.toshiba.com	585-427-2222	585-427-2891	www.tbs.toshiba.com
Toshiba Business Solutions	100 Colvin Woods Parkway, Suite 100	Tonawanda	NY	14150	John Jabbour	john.jabbour@tbs.toshiba.com	716-362-6300	716-362-0284	www.tbs.toshiba.com
Toshiba Business Solutions	6800 Old Collamer Road, Suite 5	East Syracuse	NY	13057	John Jabbour	john.jabbour@tbs.toshiba.com	315-414-1414	315-414-0284	www.tbs.toshiba.com
Toshiba Business Solutions	15 Cornell Road, Airport Park	Latham	NY	12110	John Jabbour	john.jabbour@tbs.toshiba.com	518-250-5502	315-250-5881	www.tbs.toshiba.com
Toshiba Business Solutions	230 North Plank Road	Newburgh	NY	12550	John Jabbour	john.jabbour@tbs.toshiba.com	865-562-2468	845-562-2707	www.tbs.toshiba.com
Toshiba Business Solutions	200 Minuteman Road, Suite 101	Andover	MA	01810	Jim O'Connel	jim.oconnel@tbs.toshiba.com	978-570-1754	978-988-2319	www.tbs.toshiba.com
Toshiba Business Solutions	1 Financial Center	Boston	MA	02111	Steve Nickerson	steve.nickerson@tbs.toshiba.com	617-439-8888	617-439-8639	www.tbs.toshiba.com
Toshiba Business Solutions	1700 West Park Drive, Suite 100	Westborough	MA	01581	Tom Perry	tom.perry@tbs.toshiba.com	508-329-6002	508-799-6748	www.tbs.toshiba.com
Toshiba Business Solutions	3 Executive Park Drive #4	Bedford	NH	03110	Bob Ellis	bob.ellis@tbs.toshiba.com	603-644-7676	978-988-2319	www.tbs.toshiba.com
Toshiba Business Solutions	2 Hampshire Street	Foxboro	MA	02035	Greg Palumbo	greg.palumbo@tbs.toshiba.com	508-623-2505	508-799-6748	www.tbs.toshiba.com
Toshiba Business Solutions	37987 Interchange Drive	Farmington Hills	MI	48335	Ron Polak	ron.polak@tbs.toshiba.com	248-427-0773	248-427-0773	www.tbs.toshiba.com
Toshiba Business Solutions	6060 Torrey Road	Flint	MI	48507	Ron Polak	ron.polak@tbs.toshiba.com	810-603-2059	810-258-2667	www.tbs.toshiba.com
Toshiba Business Solutions	9201 Southern Pine Blvd	Charlotte	NC	28273	Beth Joseph	beth.joseph@tbs.toshiba.com	800-277-2030	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	One Town Square Blvd	Asheville	NC	28803	Beth Joseph	beth.joseph@tbs.toshiba.com	800-277-2030	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	201C Pelham Davis Circle	Greenville	SC	29615	Beth Joseph	beth.joseph@tbs.toshiba.com	864-288-3107	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	1226 19th Street Lane NW	Hickory	NC	28601	Beth Joseph	beth.joseph@tbs.toshiba.com	800-277-2030	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	5041 New Center Drive	Wilmington	NC	28403	Beth Joseph	beth.joseph@tbs.toshiba.com	800-277-2030	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	7204 W. Friendly Ave	Greensboro	NC	27410	Beth Joseph	beth.joseph@tbs.toshiba.com	800-277-2030	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	215 Southport Drive	Morrisville	NC	27560	Beth Joseph	beth.joseph@tbs.toshiba.com	800-277-2030	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	688 E. Arlington Boulevard	Greenville	NC	27858	Beth Joseph	beth.joseph@tbs.toshiba.com	800-277-2030	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	1231 Highway 45 North	Columbus	MS	39703	Beth Joseph	beth.joseph@tbs.toshiba.com	888-328-2144	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	371 Highland Colony Parkway	Ridgeland	MS	39157	Beth Joseph	beth.joseph@tbs.toshiba.com	866-420-3511	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	510 West Park Avenue	Greenwood	MS	38930	Beth Joseph	beth.joseph@tbs.toshiba.com	888-328-2144	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	2209 Old Highway 45 North	Meridian	MS	39302	Beth Joseph	beth.joseph@tbs.toshiba.com	888-328-2144	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	1820 Highway 1 South	Greenville	MS	38701	Beth Joseph	beth.joseph@tbs.toshiba.com	800-316-3196	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	990 North 16th Avenue	Laurel	MS	39440	Beth Joseph	beth.joseph@tbs.toshiba.com	888-328-2144	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	1715 McCullough Boulevard	Tupelo	MS	38801	Beth Joseph	beth.joseph@tbs.toshiba.com	888-842-0255	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	11 North Water Street	Mobile	AL	36602	Beth Joseph	beth.joseph@tbs.toshiba.com	888-328-2144	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	11460 Saracennia Road	Moss Point	MS	29562	Beth Joseph	beth.joseph@tbs.toshiba.com	888-328-2144	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	400 North Main Street	Mt Gilead	NC	27306	Beth Joseph	beth.joseph@tbs.toshiba.com	800-768-4349	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	1846 Wake Forest Road	Raleigh	NC	27608	Beth Joseph	beth.joseph@tbs.toshiba.com	800-768-4349	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	7850 Hub Parkway	Cleveland	OH	44125	Beth Joseph	beth.joseph@tbs.toshiba.com	877-TBS-OHIO	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	1501 Reedsdale Street	Pittsburgh	PA	15233	Beth Joseph	beth.joseph@tbs.toshiba.com	412-374-7100	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	26 Nesbitt Road	New Castle	PA	16105	Beth Joseph	beth.joseph@tbs.toshiba.com	412-374-7100	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	3620 Horizon Drive	King Of Prussia	PA	19406	Beth Joseph	beth.joseph@tbs.toshiba.com	800-220-1441	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	7035 Schantz Road	Allentown	PA	18106	Beth Joseph	beth.joseph@tbs.toshiba.com	800-220-1441	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	520 Fellowship Rd	Mount Laurel	NJ	8054	Beth Joseph	beth.joseph@tbs.toshiba.com	800-220-1441	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	97 Masonc Drive	Elizabethtown	PA	17022	Beth Joseph	beth.joseph@tbs.toshiba.com	800-220-1441	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	6401 Nob Hill Road	Tamarac	FL	33321	Beth Joseph	beth.joseph@tbs.toshiba.com	800-526-7926	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	15050 NW 79th Court	Miami Lakes	FL	33016	Beth Joseph	beth.joseph@tbs.toshiba.com	800-526-7926	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	2101 Centrepark West Drive	West Palm Beach	FL	33409	Beth Joseph	beth.joseph@tbs.toshiba.com	561-616-4334	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	466 SW Port St Lucie Blvd	Port St Lucie	FL	34953	Beth Joseph	beth.joseph@tbs.toshiba.com	772-878-5199	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	8401-C Benjamin Road	Tampa	FL	33634	Beth Joseph	beth.joseph@tbs.toshiba.com	800-526-7926	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	2815 Directors Row	Orlando	FL	32809	Beth Joseph	beth.joseph@tbs.toshiba.com	407-852-1110	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	1222 SE 47 th Street	Cape Coral	FL	33904	Beth Joseph	beth.joseph@tbs.toshiba.com	800-526-7926	724-743-3787	www.tbs.toshiba.com

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
Toshiba Business Solutions	6025 The Corners Parkway	Norcross	GA	30092	Beth Joseph	beth.joseph@tbs.toshiba.com	678-638-2100	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	40 Boroline Road	Allendale	NJ	07401	Beth Joseph	beth.joseph@tbs.toshiba.com	201-825-1100	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	900 Route 9 North	Woodbridge	NJ	07095	Beth Joseph	beth.joseph@tbs.toshiba.com	732-634-0303	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	114 Jericho Turnpike	Floral Park	NY	11101	Beth Joseph	beth.joseph@tbs.toshiba.com	212-398-6500	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	1500 Broadway	New York	NY	10036	Beth Joseph	beth.joseph@tbs.toshiba.com	212-398-6500	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	201 Old Country Road	Melville	NY	11747	Beth Joseph	beth.joseph@tbs.toshiba.com	631-567-9400	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	4 Research Drive	Shelton	CT	06484	Beth Joseph	beth.joseph@tbs.toshiba.com	914-220-2424	724-743-3787	www.tbs.toshiba.com
Toshiba Business Solutions	2732 NE Independence Avenue	Lee's Summit	MO	64064	David Wagner	david.wagner@tbs.toshiba.com	816-842-4931	816-842-0660	www.tbs.toshiba.com
Toshiba Business Solutions	1811 Wakarusa Drive, Suite 101	Lawrence	KS	66047	Nick Prather	nick.prather@tbs.toshiba.com	785-842-4134	785-842-4147	www.tbs.toshiba.com
Toshiba Business Solutions	2600 Stanley Gault Parkway, Suite 400	Louisville	KY	40223	John Applegate	john.applegate@tbs.toshiba.com	502-489-6700	502-489-6798	www.tbs.toshiba.com
Toshiba Business Solutions	2501 Crossing Boulevard, Suite 142	Bowling Green	KY	42104	John Applegate	john.applegate@tbs.toshiba.com	270-842-7760	502-489-6798	www.tbs.toshiba.com
Toshiba Business Solutions	3901 Harrodsburg Road, Suite 110	Lexington	KY	40513	John Applegate	john.applegate@tbs.toshiba.com	859-245-1087	859-245-1183	www.tbs.toshiba.com
Toshiba Business Solutions	402 Coomer Street, Suite 201	Somerset	KY	42501	John Applegate	john.applegate@tbs.toshiba.com	606-678-4997	606-679-8226	www.tbs.toshiba.com
Toshiba Business Solutions	3930 North Ventura Drive	Arlington Heights	IL	60004	Martin Schopp	martin.schopp@tbs.toshiba.com	847-637-2900	847-637-2910	www.tbs.toshiba.com
Toshiba Business Solutions	11800 Exit 5 Parkway, Suite 124	Fishers	IN	46037	Kevin Medaris	kevin.medaris@tbs.toshiba.com	317-875-6000	317-875-3910	www.tbs.toshiba.com
Toshiba Business Solutions	649 South Landmark Avenue	Bloomington	IN	47403	Jim Williams	jim.williams@tbs.toshiba.com	812-336-9999	812-331-3223	www.tbs.toshiba.com
Toshiba Business Solutions	960 Blue Gentian Road	St Paul	MN	55121	Gene Turovsky	gene.turovsky@tbs.toshiba.com	651-994-7700	651-994-3084	www.tbs.toshiba.com
Toshiba Business Solutions	322 West Michigan Street	Duluth	MN	55802	Gene Turovsky	gene.turovsky@tbs.toshiba.com	218-722-0333	651-944-7798	www.tbs.toshiba.com
Toshiba Business Solutions	480 N 54TH Street , Suite 1	Chandler	AR	85226	Mark Downing	mark.downing@tbs.toshiba.com	602-470-8888	602-470-8894	www.tbs.toshiba.com
Toshiba Business Solutions	3845 N Business Center Dr , Ste. 107	Tucson	AR	85705	Mark Downing	mark.downing@tbs.toshiba.com	520-294-2121	602-458-3777	www.tbs.toshiba.com
Toshiba Business Solutions	9740 Irvine Blvd.,	Irvine	CA	92618	Mark Downing	mark.downing@tbs.toshiba.com	888-827-9378	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	1411 W. 190th St., Ste. 300	Gardena	CA	90248	Mark Downing	mark.downing@tbs.toshiba.com	888-827-9378	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	1889 N. Rice Ave., Ste. 101	Oxnard	CA	93030	Mark Downing	mark.downing@tbs.toshiba.com	888-827-9378	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	4190 Green River Rd., Ste. 206	Corona	CA	92880	Mark Downing	mark.downing@tbs.toshiba.com	888-827-9378	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	8555 Aero Dr., Ste. 350	San Diego	CA	92123	Mark Downing	mark.downing@tbs.toshiba.com	888-827-9378	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	12677 Alcosta Blvd., Ste. 100	San Ramon	CA	94583	Mark Downing	mark.downing@tbs.toshiba.com	888-417-2000	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	280 Utah Ave.,	South San Francisco	CA	94080	Mark Downing	mark.downing@tbs.toshiba.com	888-417-2000	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	765 Baywood Dr.,	Petaluma	CA	94954	Mark Downing	mark.downing@tbs.toshiba.com	888-417-2000	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	1170 W National Dr., Ste. 60	Sacramento	CA	95834	Mark Downing	mark.downing@tbs.toshiba.com	888-417-2000	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	1101 W. 48th Avenue,	Denver	CO	80221	Mark Downing	mark.downing@tbs.toshiba.com	303-262-5800	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	524 E Pikes Peak Ave,	Colorado Springs	CO	80903	Mark Downing	mark.downing@tbs.toshiba.com	303-262-5800	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	590-A Paiea Street,	Honolulu	Hawaii	96819	Mark Downing	mark.downing@tbs.toshiba.com	808-834-3636	808-839-1880	www.tbs.toshiba.com
Toshiba Business Solutions	775 Lower Main St., Unit F	Wailuku	Hawaii	96793	Mark Downing	mark.downing@tbs.toshiba.com	808-834-3636	808-839-1880	www.tbs.toshiba.com
Toshiba Business Solutions	1266 Kamehameha Ave., #A3	Hilo	Hawaii	96720	Mark Downing	mark.downing@tbs.toshiba.com	808-834-3636	808-839-1880	www.tbs.toshiba.com
Toshiba Business Solutions	6560 S. Tioga Way, Ste. 150	Las Vegas	NV	89113	Mark Downing	mark.downing@tbs.toshiba.com	888-827-9378	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	1020 S. Rock Boulevard, Ste. A	Reno	NV	89502	Mark Downing	mark.downing@tbs.toshiba.com	888-827-9378	702-878-1608	www.tbs.toshiba.com
Toshiba Business Solutions	14607 San Pedro Ave, Suite 120	San Antonio	TX	78232	Joe Lemoine	Joe.Lemoine@tbs.toshiba.com	210-357-2600	210-357-2665	www.tbs.toshiba.com
Toshiba Business Solutions	2650 Industrial Blvd.,	Abilene	TX	79605	Joe Lemoine	Joe.Lemoine@tbs.toshiba.com	800-588-7383	210-357-2665	www.tbs.toshiba.com
Toshiba Business Solutions	4455 South Padre Island Dr, Suite. 33	Corpus Christi	TX	78411	Joe Lemoine	Joe.Lemoine@tbs.toshiba.com	361-814-1107	210-357-2665	www.tbs.toshiba.com
Toshiba Business Solutions	8100 Jetstar Drive., Suite 100	Irving	TX	75063	Joe Lemoine	Joe.Lemoine@tbs.toshiba.com	972-386-1860	210-357-2665	www.tbs.toshiba.com
Toshiba Business Solutions	10821 Gateway West, Suite. 201	El Paso	TX	79935	Joe Lemoine	Joe.Lemoine@tbs.toshiba.com	915-533-4241	210-357-2665	www.tbs.toshiba.com
Toshiba Business Solutions	9803 Sterling Loop, Suite 140	Laredo	TX	78045	Joe Lemoine	Joe.Lemoine@tbs.toshiba.com	956-727-8316	210-357-2665	www.tbs.toshiba.com
Toshiba Business Solutions	1200 East Hackberry, Suite F	McAllen	TX	78501	Joe Lemoine	Joe.Lemoine@tbs.toshiba.com	956-973-8100	210-357-2665	www.tbs.toshiba.com
Turk's Kern Copy Inc	1701 18th St	Bakersfield	CA	93301	Louie Carmona	luis@turkscopy.com	661-324-3737	661-324-3767	www.turkscopy.com
United Imaging	21201 Oxnard St.	Woodland Hills	CA	91367	Mike Cohen	mcohen@unitedimaging.com	800-444-4588	800-999-0159	www.unitedimaging.com
Vanco Systems Inc	2301 Texas Blvd.	Texarkana	TX	75501	Mr. Allen Clement	allen@vancosystems.com	903-794-1013	903-792-4176	www.vancosystems.com
Verity Group	885 East Collins Blvd., Suite 102	Richardson	TX	75081	Tony Osborne	tosborne@verity-group.com	972-422-2228	972-422-2713	www.verity-group.com
Zoom Imaging Solutions Inc	200 South Harding Boulevard	Roseville	CA	95678	Ed Rowe	info@zoomcopiers.com	916-369-6526	916-363-5093	www.zoomcopiers.com
Zoom Imaging Solutions Inc	4603 West Jennifer Avenue	Fresno	CA	93722	Ed Rowe	info@zoomcopiers.com	559-275-7086	559-275-2177	www.zoomcopiers.com
Zoom Imaging Solutions Inc	6920 Santa Teresa Boulevard	San Jose	CA	95119	Ed Rowe	info@zoomcopiers.com	408-200-2679	408-200-2790	www.zoomcopiers.com
Zoom Imaging Solutions Inc	111 Anza Boulevard, Suite 430	Burlingame	CA	94010	Ed Rowe	info@zoomcopiers.com	650-423-2679	408-200-2790	www.zoomcopiers.com
Zoom Imaging Solutions Inc	5341 Pirrone Road	Salida	CA	95368	Ed Rowe	info@zoomcopiers.com	209-545-1479	209-545-1597	www.zoomcopiers.com
Zoom Imaging Solutions Inc	1611 Bunker Hill Way, Suite 140	Salinas	CA	93906	Ed Rowe	info@zoomcopiers.com	831-424-2525	916-363-5093	www.zoomcopiers.com
Zoom Imaging Solutions Inc	1000 Burnett Avenue, Suite 100	Concord	CA	94520	Ed Rowe	info@zoomcopiers.com	925-680-4944	925-680-4944	www.zoomcopiers.com
Zoom Imaging Solutions Inc	101 Golf Course Drive, Suite 201	Rohnert Park	CA	94928	Ed Rowe	info@zoomcopiers.com	707-421-2679	925-680-4944	www.zoomcopiers.com
Zoom Imaging Solutions Inc	4930 West Kaweah Court, Suite 102	Visalia	CA	93277	Ed Rowe	info@zoomcopiers.com	559-738-1119	559-738-8704	www.zoomcopiers.com
Zoom Imaging Solutions Inc	4900 California Avenue, Tower B-210	Bakersfield	CA	93309	Ed Rowe	info@zoomcopiers.com	661-392-4451	661-392-4459	www.zoomcopiers.com

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
Zoom Imaging Solutions Inc	1111 Webster Street	Fairfield	CA	94533	Ed Rowe	info@zoomcopiers.com	707-421-2679	707-421-2681	www.zoomcopiers.com
Zoom Imaging Solutions Inc	910 Ramona Avenue, Suite E	Grover Beach	CA	93433	Ed Rowe	info@zoomcopiers.com	844-754-9032	707-421-2681	www.zoomcopiers.com

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Michael Torcaso

Toshiba America Business Solutions, Inc.

Name/Address of Organization

Senior Vice President and CFO

Name/Title of Submitting Official



Signature

February 15, 2018

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Michael Torcaso, Senior Vice President and CFO
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: _____

Michael Torcaso, Senior Vice President and CFO
Toshiba America Business Solutions, Inc.

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Toshiba America Business Solutions, Inc.

(Name of Corporation)

I, Jason White

certify that I am the Secretary of the Corporation

(Name of Corporate Secretary)

named as OFFERER herein above; that

Michael Torcaso

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Senior Vice President and CFO

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



if available

T.J. W2

SIGNATURE

February 15, 2018

DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

☐ YES or NO ☒

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

☐ YES or NO ☐

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Toshiba America Business Solutions, Inc.

Print name of authorized representative Michael Torcaso, Senior Vice President and CFO

Signature of authorized representative 

Date February 15, 2018

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Michael Torcaso as an authorized representative of

Toshiba America Business Solutions, Inc., a contractor/vendor

Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.



Michael Torcaso
Senior Vice President and CFO

February 15, 2018

Signature of Named Authorized Company Representative

Date

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A
WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED
MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT
REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS
GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Toshiba America Business Solutions, Inc.

Name of company claiming confidential status of material

Michael Torcaso, Senior Vice President and CFO

Printed Name and Title of authorized company officer claiming confidential status of material

<u>25530 Commercentre Drive</u>	<u>Lake Forest</u>	<u>CA 92630</u>	<u>800-866-4361</u>
Address	City	State ZIP	Phone

ATTACHED ARE COPIES OF 1 PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature  Date February 15, 2018

If you do not claim any of your proposal to be confidential, complete the section below only.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Name of company expressly waiving confidential status of material

Printed Name and Title of authorized company officer expressly waiving confidential status of material

<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
Address	City	State	ZIP	Phone

Signature Date



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - ☒ Section 1 - Respondent and Requisition Information
 - ☒ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - ☒ Section 3 - Self Performing Justification
 - ☒ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION-1: RESPONDENT AND REQUISITION INFORM

- a. Respondent (Company) Name: Toshiba America Business Solutions, Inc. State of Texas VID #: 1330865305700
Point of Contact: Mike McKinley Phone #: 678-613-2311
E-mail Address: mike.mckinley@tabs.toshiba.com Fax #: 949-462-2557
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 180103 Bid Open Date: 02/16/2018

(mm/dd/yyyy)

Enter your company's name here: Toshiba America Business Solutions, Inc.Requisition #: 180103**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. **Note:** In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b. of this SECTION and continue to Item c of this SECTION.)
☒ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - **No** (If **No**, continue to Item d. of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Toshiba America Business Solutions, Inc. Requisition #: 180103

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

- a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Toshiba America Business Solutions, Inc. Requisition #: 180103

SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☒ - No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Toshiba will self perform the entire contract utilizing its own employees and authorized reseller channel who are strategically located throughout the U.S., each having their own marketing, sales and service force to ensure that all Region 8 and TIPS members are reached. Please refer to our list of authorized resellers/dealers.

Toshiba makes its best efforts to incorporate subcontracting participation into our agreements. We seek out diverse suppliers who offer complementary products or services, such as transportation, financial/funding, service, consumable supplies, and parts, as well as project management and facilities management services. Toshiba also utilizes authorized service providers with small business and/or minority certifications whenever possible, particularly in the local communities where we are doing business.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentprot.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.


Signature

Michael Torcaso

Printed Name

Senior Vice President and CFO

Title

February 15, 2018

Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: Toshiba America Business Solutions, Inc. Requisition #: 180103

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>.

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: Toshiba America Business Solutions, Inc. Requisition #: 180103

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If **Yes**, to continue to SECTION B-4.)

☐ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 10/14

Enter your company's name here: Toshiba America Business Solutions, Inc.

Requisition #: 180103

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____
Point-of-Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
Point-of-Contact: _____ Phone #: _____
Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,
we must receive your bid response no later than Select on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

MANUFACTURER'S CERTIFICATE

Customer/Potential Customer: The Interlocal Purchasing System (TIPS)

Request for Proposal #: RFP 180103 Copiers, Fax and Multifunction Machines

Toshiba America Business Solutions, Inc. (Toshiba) is a Toshiba Group Company of Toshiba TEC Corporation. Toshiba certifies that:

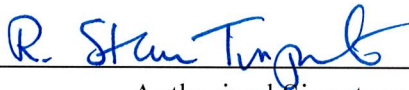
Toshiba will provide all required Toshiba equipment, accessories, parts, supplies and other needed support materials to the Toshiba Service Providers (as defined below) for the duration of any contract resulting from this bid/proposal; and

Toshiba certifies that the Toshiba Service Providers indicated on the attached, "Resellers-Dealers-Sheet", of Toshiba's response, are authorized to sell, service and warrant all Toshiba products offered in the RFP; and

The Toshiba equipment offered is only newly manufactured and not refurbished or reconditioned; and

Toshiba guarantees the availability of parts and service for its product for seven (7) years after the last date of manufacture.

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.



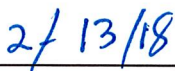
Authorized Signature

R. Steven Tungate

Vice President, General Manager,

Strategic Business Planning & Supply Chain Management

Name & Title



Date

WARRANTIES MFDS, FACSIMILES AND ACCESSORIES

All new multi-function devices (MFDs), facsimiles and accessories purchased from Toshiba America Business Solutions, Inc. ("Toshiba") are presently subject to a 90-Day Limited Warranty extended to the end-user by Toshiba.

PRODUCT LIMITED WARRANTY

Toshiba warrants that this product will, upon delivery be in new condition by Toshiba or an authorized Toshiba Dealer to a retail customer in new condition, be free from defects in material and workmanship for 90 days after delivery. This warranty is void (a) if the product is used under other than normal use and maintenance conditions, (b) if the maintenance as set forth in Toshiba maintenance literature is not performed, (c) if the product is modified or altered, unless the modification or alteration is expressly authorized by Toshiba, (d) if the product is subject to abuse, neglect or accident, (e) if the product is repaired by someone other than Toshiba or an authorized Toshiba Dealer, (f) if the serial number of the product is defaced or missing, or (g) if the customer uses non-Toshiba supplies and such supplies cause abnormal service calls or are unacceptable for use with the product or are defective.

The sole obligation of Toshiba or Toshiba TEC Corporation under this warranty, or under any other legal obligation with respect to the product, is the repair or replacement by Toshiba or its authorized Dealer, with new or re-manufactured parts (at their option), of such defective or missing parts as are causing this malfunction. If Toshiba or one of its authorized Dealers does not replace or repair such parts, the retail customer's sole remedy will be a refund of the selling price of such parts as are proven to be defective, and which are returned to Toshiba or one of its authorized Dealers within the warranty period.

Under no circumstances will the retail customer or any user or Dealer or other person be entitled to any direct, special, indirect or consequential damages for breach of contract, tort, or otherwise. Under no circumstances will any such person be entitled to any sum greater than the purchase price paid for the product.

To obtain service under this warranty, the retail customer must bring the malfunction of the product to the attention of Toshiba or one of its authorized Dealers within the 90-Day period. Failure to bring the malfunction to Toshiba' attention or to the attention of an authorized Toshiba Dealer within the prescribed time, results in the customer being not entitled to warranty service.

THERE ARE NO OTHER WARRANTIES FROM EITHER TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. OR TOSHIBA TEC CORPORATION, WHICH EXTEND BEYOND THE FACE OF THIS WARRANTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FITNESS FOR USE, ARE EXCLUDED.

No Toshiba Dealer and no person other than an officer of Toshiba may extend this warranty, nor may they modify it in any respect. No modification or extension is effective unless it is in writing.

This warranty covers only products sold by Toshiba and authorized Toshiba Dealers. For products purchased in Canada, please contact the local authorized TCL (Toshiba of Canada Limited) Dealer for details of the warranty.

PARTS LIMITED WARRANTY

Toshiba warrants that all replacement parts by Toshiba or an authorized Toshiba Dealer will be in good condition upon delivery to a retail customer, be free from defects in material and workmanship for 90 days after delivery. This warranty is void (a) if the parts are used under other than normal use and maintenance conditions, (b) if the maintenance as set forth in Toshiba maintenance literature is not performed, (c) if the parts are modified or altered, unless the modification or alteration is expressly authorized by Toshiba, (d) if the parts are subject to abuse, neglect or accident, (e) if the parts are replaced by someone other than Toshiba or an authorized Toshiba Dealer, or (f) if the customer uses non-Toshiba supplies and such supplies cause abnormal service calls or are unacceptable for use with the parts or are defective.

The sole obligation of Toshiba or Toshiba Tec Corporation under this warranty, or under any other legal obligation with respect to any replacement parts provided by Toshiba is the repair or replacement with new or re-manufactured parts (at Toshiba' option), of such defective parts. If the parts are not replaced or repaired, the sole remedy will be a refund of the selling price of such parts as are proven to be defective, and which are returned to Toshiba within the warranty period.

Under no circumstances will any purchaser, user, or other person be entitled to any direct, special, indirect or consequential damages for breach of contract, tort or otherwise. Under no circumstances will any such person be entitled to any sum greater than the purchase price paid for the parts.

THERE ARE NO OTHER WARRANTIES FROM EITHER TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. OR TOSHIBA TEC CORPORATION, WHICH EXTEND BEYOND THE FACE OF THIS WARRANTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FITNESS FOR USE, ARE EXCLUDED.

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