

VENDOR CONTRACT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

SIGNAGE (ALL TYPES)

CONTRACT NUMBER 2032416

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, 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.

The following pages will constitute the contract 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 contract.

The Vendor Contract ("Contract") 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 VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract 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.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. 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.)

Contracts

All contracts 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.

Contracts 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.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

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 contract.
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 participants 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 contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days 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 Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant 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 participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. 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 to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract 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 contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, 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, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, 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. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% 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 contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase 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 Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract 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 contract. TIPS reserves the right to stop

work and/or cancel contract 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 contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual 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 contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

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 contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract 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.

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 RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. 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. 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. In the event of an audit, the requested materials shall be 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.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

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 okay if the TIPS member provides 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 PO with the estimate referenced as an attachment along with 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 contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

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 contract 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 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.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor 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.

- **Contracts:** All vendor purchase orders 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 Contract:** 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 contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract 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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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

EXCEPTIONS

In response to your RFP, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate mutually acceptable terms and conditions in the exercise of good faith.

Pursuant to the RFP Proposal Instructions, the following are proposed as exceptions to the Vendor Contract:

Reference	Vendor Exception	Explanation of Exception
General Information Section	Pg 1 - The order of precedence was not clearly defined. It should state that the "Attachment" takes precedence.	Attachments include Statements of Work, Leases and technical specifications.
Terms and Conditions	Pg 2 - Warranty Provision	Add the following to the Warranty clause: "Vendor reserves the right to use subcontractors and represents that all of its subcontractors (i) will be competent to perform the Project Services; (ii) will exercise commercially reasonable standards in performing these Project Services; and (iii) will comply with all terms and conditions applicable to Vendor in the performance of the Project Services."
	Pg 2 - Customer Support	Add the following to the end of the first sentence in the Customer Support clause: "provided that TIPS Member has contracted for such support and is current on payments for support"
	Pg 2 - Tax Exempt Status	Certificates of Tax Exempt status shall be furnished by eligible purchasers to the Vendor
	Pg 3 - Assignments of Contracts	Add the following to the clause to provide for Vendor assigning payments to funding partner: "and of the existing or funding partner"
	Pg 3 - Renewal of Contract	Delete the following from the renewals clause: "if sales are reported through the contract"
	Pg 3 - Shipment	Insert the words "commercially reasonably" before the word "acceptable" in the last sentence.

Reference	Vendor Exception	Explanation of Exception
		Please change the shipment time to “within ten (10) working days”. Please also note, that if a component or solution is customized, the customization may impact shipping time. For those specialty items we will provide an estimated revised shipping date within the SOW to the participating agency.
	Pg 4 - Pricing	Price guarantee shall be contingent upon orders of like equipment, quantities and terms and conditions. Delete the following sentence from the 2nd paragraph: “The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor.”
	Pg 5 - Indemnity	Delete Section 1 for “Personality Contracts” because it is not applicable. Replace Section 2 with the following: “The vendor shall indemnify and hold harmless TIPS, its officers, and agents from and against all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) arising from (a) the negligent performance of any product or service to be supplied by the vendor, or (b) by any grossly negligent act, error or omission on the part of the vendor, its agents, employees, or subcontractors, except to the extent such claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability arises out of or in connection with the gross negligence or willful misconduct of TIPS, its officers, employees and agents.”
	Pg 5 - Miscellaneous	Vendor should be given thirty (30) days written notice prior to removal
	Pg 5 – Purchase Order Pricing/Product Deviation	Notification should be changed from 24 hours to “two (2) calendar days”
	Pg 5 - Cancellation for non-performance or contract deficiency	Add the following in front of the second sentence: “With prior written notice and following thirty (30) days in which to cure any deficiency, “ Delete the first sentence of the last paragraph because 30

Reference	Vendor Exception	Explanation of Exception
		days is provided pursuant to the above change.
	Pg 6 – Form of Contract and Pg 8 – Supplemental Agreement	Toshiba reserves the right to submit a product lease agreement following award as provided for in the clause “Supplemental Agreements” Pg 8.
	Pg 8 - Marketing	Toshiba reserves the right to approve in advance any proposed use of its name and/or logo
	Pg 8 – Legal Obligations	Insert the word “reasonably” before the word “aware” in the first sentence.
	Pg 8 – Audit Rights	<p>The Audits clause shall be deleted and replaced with the following:</p> <p>“Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit, no more frequently than once per calendar year, 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. TIPS shall have authority to conduct random audits, no more frequently than once per calendar year, 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 request an Awarded Vendor’s approval of an audit internally or may engage a third-party auditing firm. In the event of an audit, the Awarded Vendor shall use its best efforts to provide the reasonably requested materials in the format and at the location designated by Region 8 ESC or TIPS.”</p>
Special Terms and Conditions	Pg 10 - Contracts	Change twenty-four (24) business hours to forty-eight (48) business hours.
	Pg 10 – Promotion of Contract	In the last sentence change the word “expected” to “encouraged”
	Pg 10 – Daily Order Confirmation	Change twenty-four (24) business hours to forty-eight (48) business hours.
	Pg 10 – Back ordered Products	Change twenty-four (24) business hours to forty-eight (48) business hours.

EXCEPTIONS

In response to your RFP, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate mutually acceptable terms and conditions in the exercise of good faith.

Pursuant to the RFP Proposal Instructions, the following are proposed as exceptions to the Vendor Contract:

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	Pg 2 - Customer Support	Add the following to the end of the first sentence in the Customer Support clause: "provided that TIPS Member has contracted for such support and is current on payments for support"
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	Pg 8 – Legal Obligations	Insert the word “reasonably” before the word “aware” in the first sentence.
	Pg 8 – Audit Rights	<p>The Audits clause shall be deleted and replaced with the following:</p> <p>“Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit, no more frequently than once per calendar year, 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. TIPS shall have authority to conduct random audits, no more frequently than once per calendar year, 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 request an Awarded Vendor’s approval of an audit internally or may engage a third-party auditing firm. In the event of an audit, the Awarded Vendor shall use its best efforts to provide the reasonably requested materials in the format and at the location designated by Region 8 ESC or TIPS.”</p>
Special Terms and Conditions	Pg 10 - Contracts	Change twenty-four (24) business hours to forty-eight (48) business hours.
	Pg 10 – Promotion of Contract	In the last sentence change the word “expected” to “encouraged”
	Pg 10 – Daily Order Confirmation	Change twenty-four (24) business hours to forty-eight (48) business hours.
	Pg 10 – Back ordered Products	Change twenty-four (24) business hours to forty-eight (48) business hours.

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com			Contact
Phone	(903) 575-2608			
Fax	(866) 929-4402	Contact	Kim Thompson, TIPS Office Manager	Department Building
Bid Number	2032416			
Title	Signage (All Types)	Department		Floor/Room
Bid Type	RFP	Building		Telephone
Issue Date	01/01/2016			Fax
Close Date	2/12/2016 3:00:00 PM CT	Floor/Room		Email
Need by Date		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Toshiba America Business Solutions, Inc.
 Address 9740 Irvine Blvd.
 Irvine, CA 92618

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (949) 462-6000 6325
 Fax 1 (949) 462-2557
 Email
 Submitted 2/12/2016 2:07:35 PM 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

Toshiba is pleased to present our RFP response to TIPS Sigage (All Types). We are offering digital signage package solutions to meet the needs of your members. We look forward to expanding our service offerings to TIPS and your members. Please let us know if you have any questions or require any clarification as to our response. Kindest regards, Christina Fisher.

Bid Notes

Bid Activities

Bid Messages

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	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? 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)	All 50 States
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 has been Leading Innovation in the LED video display systems industry for over 20 years. In our endeavor to provide clients with the industry's most technically advanced products and systems, we have assembled a group of individuals that have some of the most extensive experience in the video display technology industry. At Toshiba, we leverage our extensive experience in configuring, installing and integrating highly complex systems. We offer a breadth of solutions for visual communication and digital signage, as well as content management and creation services.
6	Primary Contact Name	Primary Contact Name	Christina Fisher
7	Primary Contact Title	Primary Contact Title	Director, Bids, Contracts and Proposals
8	Primary Contact Email	Primary Contact Email	gem@tabs.toshiba.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	949-462-6325
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	949-462-2557
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Mike McKinley
13	Secondary Contact Title	Secondary Contact Title	Regional Sales Manager
14	Secondary Contact Email	Secondary Contact Email	michael.mckinley@tabs.toshiba.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	678-613-2311
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
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)	949-462-6086
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Please see dealer/reseller list
22	Purchase Order Contact Email	Purchase Order Contact Email	Please see dealer/reseller list
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	Please see dealer/reseller list
24	Company Website	Company Website (Format - www.company.com)	http://business.toshiba.com/usa/index.html
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	33-0865305
26	Primary Address	Primary Address	9740 Irvine Blvd
27	Primary Address City	Primary Address City	Irvine
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	CA
29	Primary Address Zip	Primary Address Zip	92618
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 Business Solutions, digital signage, touch screen display, business solutions, portable scanner, network scanner, high volume scanner, business consulting services, digital, signage, sign, touchscreen, virtuoso, ellumina, touchscreen, Toshiba, LED, video, display, video wall, electronic communication, interactive touch panel, QSR, message board, display systems
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Irvine
34	Company Residence (State)	Vendor's principal place of business is in the state of?	CA
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)	(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? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	No
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	10
44	Years Experience	Company years experience in this category?	20
45	Resellers:	Does the vendor have resellers that it will name under this contract? (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
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items

Response Total:		\$0.00
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Resellers - Dealers TIPS PROJECT	2/11/2016								
Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
ABS Business Systems of Anniston	260 Industrial Drive Extension	Oxford	AL	36203	Brian Woodfin	brian@absofficesystems.com	256-236-5536	252-928-4935	www.absofficesystems.com
ABS Business Systems of Mobile	4950 Tufts Road	Mobile	AL	36619	JT Ray	jraysr@aol.com	251-661-7267	251-602-5442	www.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	www.absmgm.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
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	11 North Water Street	Mobile	AL	36602	Beth Joseph	beth.joseph@tbs.toshiba.com	888-328-2144	724-743-3787	www.tbs.toshiba.com
Imagine Technology Group	420 N Roosevelt Ave	Chandler	AZ	85226	Chad Schwartz	cschwartz@itcarizona.com	602-454 - 0720	602- 454-0720	www.itcarizona.com
Toshiba Business Solutions	480 N 54TH Street , Suite 1	Chandler	AZ	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	AZ	85705	Mark Downing	mark.downing@tbs.toshiba.com	520-294-2121	602-458-3777	www.tbs.toshiba.com
Digital Printing Solutions	2018 Town West Drive	Rogers	AR	72756	David Hale	dhale@dpsone.com	479-636-0112	479-636-1502	www.dpsone.com
Standard Business Systems Inc	1300 Westpark Drive, Suite 7	Little Rock	AR	72204	Mr. David/Richard Gulley	richardg@standardbusiness.com	501-663-4414	501-663-4976	www.standardbusiness.com
AA Office Equipment Co.	1278 West Winton Ave	Hayward	CA	94545	Jim Dye	jdye@aaoffice.com	510-782-6110	510-351-9078	www.aaoffice.com
Burtronics Business Systems	216 South Arrowhead Ave.	San Bernardino	CA	92408	Randy Hlebasko	rhlebasko@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
Diamond Technologies Inc	8701 Swigert Ct	Bakersfield	CA	93311	Matt Mayo	mmayo@diamondit.pro	661-833-5600	661-833-5604	www.dimondit.pro
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
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
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
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
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
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
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
Kota Solutions	13 Crow Hill Rd	Uncasville	CT	6382	Vin Sullo	vsullo@kotasolutions.com	860-862-6140	860-862-6140	www.kotasolutions.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
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
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
American Business Systems	9637 Hood Road	Jacksonville	FL	32257	Dave Klusmeier	david.k@absjacksonville.com	904-880-2176	904-880-2177	www.absjacksonville.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
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
Automated Business Machines	1730 Boxwood Place	Columbus	GA	31906	Mel Smith	mel@abmcol.com	706-561-0075	706-561-6442	www.abmcol.com
DocuQuest Inc	110 Pipemaker Circle, Suite 101	Pooler	GA	31322	John Prussia	john@docuquest.com	912-525-3555	912-966-2219	www.docuquest.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
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	590-A Paiea Street,	Honolulu	HI	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	Walluku	HI	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	HI	96720	Mark Downing	mark.downing@tbs.toshiba.com	808-834-3636	808-839-1880	www.tbs.toshiba.com
Allied Business Solutions	10394 Emerald Street	Boise	ID	83704	Tom Beeles	t.beeles@digitalallied.com	208-344-3833	208-344-3520	www.digitalallied.com

Itsavvy	313 South Rohlwing Rd	Addison	IL	60101	Rob Ince	rince@itsavvy.com	630-369-6300	630-396-6322	www.Itsavvy.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
Adams Remco Inc	2612 Foundation Dr	South Bend	IN	46628	Jody Carlie	jodyc@adamsremco.com	574-288-2113	574-287-0857	www.adamsremco.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
Laser Resources LLC	4265 NW 109th St	Urbandale	IA	50322	Andy Lashier	andy@laserresources.com	515-333-5838	515-276-8700	www.LaserResources.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
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
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
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
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	2 Hampshire Street	Foxboro	MA	02035	Greg Palumbo	greg.palumbo@tbs.toshiba.com	508-623-2505	508-799-6748	www.tbs.toshiba.com
Millennium Business Systems	33140 Industrial Rd	Livonia	MI	48150	Angela Neu Wichman	aneu@2millennium.com	734-591-3100	734-591-9120	www.2millennium.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	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	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	11460 Saracennia Road	Moss Point	MS	29562	Beth Joseph	beth.joseph@tbs.toshiba.com	888-328-2144	724-743-3787	www.tbs.toshiba.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
Document & Network Technologies	2217 Cassens Court Ste 112	Fenton	MO	63026	Chris Albert	calbert@dnstst.com	314-773-6000	314-771-6344	www.dnstst.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	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	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	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	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
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
Corporate Computer Solutions Inc.	55 Halstead Avenue	Harrison	NY	10528	Ann Martino	amartino@CorporateComputerSol.com	914-835-1105	914-835-5947	www.corporatecomputersol.com
Metroland Business Machines Inc	25 Kraft Ave	Albany	NY	12205	ED Neary	eneary@metrobusma.com	518-452-2600	518-452-2603	www.metrobusma.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	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
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
Technocom Business Systems	3330 Monroe Road	Charlotte	NC	28205	Al Jones	ajones@technocomusa.com	704-847-5200	704-847-5272	www.technocomusa.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	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	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
Crosby Mook Office Equipment	558 High Street NE	Warren	OH	44483	Rocky Mitolo	rocky@crosbymook.com	330-399-8926	330-399-1619	www.crosbymook.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

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
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
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
Summit Business Systems Inc	500 Enterprise Drive	Edmond	OK	73013	Cory Brown	coryb@summitokc.com	405-947-0707	405-946-7187	www.summitokc.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
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 - Meadville	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
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	97 Masonc Drive	Elizabethtown	PA	17022	Beth Joseph	beth.joseph@tbs.toshiba.com	800-220-1441	724-743-3787	www.tbs.toshiba.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
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
Appalachia Business Communications of Kingsport	107 Tri-Cities Business Park Drive	Gray	TN	37615	Jeff Eaves	jeff.eaves@earthlink.net	423-477-1300	423-477-2180	www.appalachiabusiness.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
DeWitt Poth & Son	211 West May Street	Yoakum	TX	77995	Jacque Schumacher	jacque@dewittpoth.com	361-293-3791	361-293-7553	www.dewittpoth.com
Johnnies Office Systems Inc	1618 West Avenue M, Suite D	Temple	TX	76504	Bill Gibson	bgibson@johnnies.com	254-778-7608	254-778-1502	www.johnnies.com
Manning's Office Solutions	1510 North 7th St.	Beaumont	TX	77703	Kenny Kraemer	kennyk@manningssupply.com	409-899-1122	409-225-3863	www.manningssupply.com
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
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
Toshiba Business Solutions	14607 San Pedro Ave, Suite 120	San Antonio	TX	78232	Jim Magness	jim.magness@tbs.toshiba.com	210-357-2600	210-357-2665	www.tbs.toshiba.com
Toshiba Business Solutions	2650 Industrial Blvd.,	Abilene	TX	79605	Jim Magness	jim.magness@tbs.toshiba.com	800-588-7383	210-357-2665	www.tbs.toshiba.com
Toshiba Business Solutions	4150 Freidrich Lane, Suite D	Austin	TX	78744	Jim Magness	jim.magness@tbs.toshiba.com	512-929-9096	210-357-2665	www.tbs.toshiba.com
Toshiba Business Solutions	4455 South Padre Island Dr, Suite. 33	Corpus Christi	TX	78411	Jim Magness	jim.magness@tbs.toshiba.com	361-814-1107	210-357-2665	www.tbs.toshiba.com
Toshiba Business Solutions	8100 Jetstar Drive., Suite 100	Irving	TX	75063	Jim Magness	jim.magness@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	Jim Magness	jim.magness@tbs.toshiba.com	915-533-4241	210-357-2665	www.tbs.toshiba.com
Toshiba Business Solutions	9803 Sterling Loop, Suite 140	Laredo	TX	78045	Jim Magness	jim.magness@tbs.toshiba.com	956-727-8316	210-357-2665	www.tbs.toshiba.com
Toshiba Business Solutions	1200 East Hackberry, Suite F	McAllen	TX	78501	Jim Magness	jim.magness@tbs.toshiba.com	956-973-8100	210-357-2665	www.tbs.toshiba.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
Copyfax	333 Southport Circle	Virginia Beach	VA	23452	Jay Serrao	jserrao@copyfaxva.com	757-490-2444	757-497-8740	www.copyfaxva.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
Prosource	1041 8th Avenue	Huntington	WV	25701	Sean Sullins	ssullins@totalprosource.com	513-769-0606	800 769-0246	www.totalprosource.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
James Imaging Systems Inc.	3375 Intertech Drive	Brookfield	WI	53045	Bill Coon	bcoon@jamesimaging.com	262-781-7700	262-781-9900	www.jamesimaging.com

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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.

Federal Rule (1) 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 Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its 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.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (2) 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)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS 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. TIPS OR ITS 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 TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

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small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (7) 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 Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (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.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES _____ Initial of Authorized Company Official

Federal Rule (9) 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 Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES MT Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES MT Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES MT Initial of Authorized Company Official

Company Name Toshiba America Business Solutions, Inc.

Print name of authorized representative Michael Torcaso, Executive CFO and CIO

Signature of authorized representative 

Date 2/11/16

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

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

If the TIPS member 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?

(Check one)

☒ YES or ☐ NO

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

Name of authorized representative Michael Torcaso, Executive CFO and CIO

Signature of authorized representative 

Date 02/11/2016

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: Toshiba America Business Solutions, Inc.

Vendor Address: 9740 Irvine Blvd., Irvine, CA 92618

Vendor E-mail Address: gem@tabs.toshiba.com

Vendor Telephone: (949) 462-6000

Authorized Company Official's Name: Michael Torcaso, Executive CFO and CIO

Signature of Company Official: 

Date: 2/11/16

Proposal Requirements

Felony Conviction Notice (Required in Texas) -Notification of Criminal History

“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. 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 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. Texas Education Code § 44.034.

Toshiba agrees to the above requirement, and already complies with this requirement on our current MFD contract with TIPS.

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Toshiba America Business Solutions, Inc.

Mailing Address: 9740 Irvine Blvd.

City: Irvine

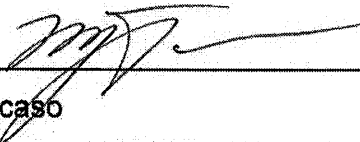
State: CA

Zip: 92618

Telephone Number: (949) 462-6000

Fax Number: (949) 462-2557

Email Address: gem@tabs.toshiba.com

Authorized Signature: 

Printed Name: Michael Torcaso

Position: Executive CFO and CIO

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende McNatt 3/24/2016
TIPS Authorized Signature Date

David Wayne Fitts 3/24/2016
Approved by Region VIII ESC Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Email	Services
The City of Denver	Denver	CO	Lisana Munoz	lisana.munoz@denvergov.org	We provided Kiosks for their Human Services department.
The City of Longmont	Longmont	CO	Sandra Seader	sandr.seader@longmontcolorado.gov	We provided monitors and media players for all their facilities in the city.
Brookside Academy	Kansas City	MO	Chris Burnes	cburnes@brooksidecharter.org	We provided monitors and media walls for their facility
Hult International Business School (Graduate programs)	www.hult.edu		Contact provided upon award.		Digital Signage installation 2014. ~15 media players (ComQi), screens, creative content for students, events, conference room scheduling.
Hun School (High School Prep)	www.hunschool.org		Contact provided upon award.		Long-time Toshiba MFD Customer. ~4 media players (ComQi), screens, Video wall, creative content.

February 11, 2016

Kim Thompson
TIPS Office Manager
The Interlocal Purchasing System (TIPS)
Lead Agency – Region VIII Education Service Center
4845 US Hwy. 271 North
Pittsburgh, TX 75686

**Re: Toshiba America Business Solutions, Inc. Response to
TIPS RFP for the Category Signage (All Types)**

Dear Kim,

We are pleased to respond to the **TIPS RFP for Signage (All Types)** with a select product offering for Digital Signage Solutions. As a current vendor on the TIPS contract for Copiers, Faxes and Multifunction Machines Contract #2032615, we look forward to enhancing our service offerings by providing TIPS' participating entities with a creative and competitive set of solutions to help meet their digital signage needs.

Toshiba's mission in this arena is to deliver outstanding value through **innovative digital signage solutions**, efficient processes and exceptional customer service. We have assisted numerous clients in integrating digital signage to improve communications and facilitate information. Our customer base spans many vertical markets, including government, education, manufacturing, energy, banking, healthcare and transportation.

Toshiba is proposing several pre-set packages, along with ancillary service pricing, to meet basic digital signage needs. We can work with your participating agencies by assessing their electronic messaging and communication needs and helping them formulate the right solution that meets both their goals and budget requirements.

To further support the TIPS program, Toshiba has proven national marketing program to help promote and market the TIPS program to both existing and potential clients. This includes dealer training, communication, quarterly business reviews, reporting and submittal of the administrative fee.

In summary, Toshiba is the right choice for TIPS because we provide a **comprehensive program** which is designed to exceed your expectations. By combining a leading innovative technology manufacturer such as Toshiba and our local support, Toshiba will be able to improve end user satisfaction and assist TIPS with meeting its goals and objectives.

Thank you for the opportunity to present our response. If you have any questions, please reach out to Christina Fisher at (949) 462-6325 or Christina.Fisher@tabs.toshiba.com or Chris Applegate at (770) 709-8538 or Chris.Applegate@tabs.toshiba.com.

Sincerely,



Michael Torcaso
Executive CFO and CIO
Toshiba America Business Solutions, Inc

SIMPLE YET SOPHISTICATED INTERACTIVE MEDIA EXPERIENCES

Experience Manager is a centralized platform that allows you to create, manage and distribute content to networked digital displays. It can be deployed in many ways from simple play loops with occasional content changes, to hyper targeted content that augments your advertising and merchandising.



Experience Manager is comprised of three components giving you one powerful solution.

Designer: offers easy-to-use data-driven templates to create custom content. Rich in data features, it can easily integrate with third party enterprise systems and offers interactive (touch) capabilities without requiring programming skills.

Content Manager: makes organizing, scheduling and managing your content simple and supports standard image files such as MPEG, WMV videos, Flash and HTML 5. Cloud or server-based, it is easily deployed from a central location and offers flexible scheduling options. Content can be limited to a single area of the screen, set to fit the entire screen or spread across multiple screens. You have complete control over the content and can assign event triggers, incorporate real-time adaption, assign permission-based access and generate logs and reports.

Player: drives content to your screens with reliable smooth sub-pixel delivery. It ensures stable playback of graphics, sound and video files and provides seamless interruption-free updating with real time data insertion such as news and weather.

1



DESIGNER

- easy to use templates
- library of animations
- links to external data
- supports files from other applications
- easy interactive integration
- live playback

2



CONTENT MANAGER

- web-based interface
- easy media management
- playlist creation & scheduling
- role-based permissions
- electronic approvals
- back end reporting

3



PLAYER

- content scheduling
- content playback
- time & event triggers
- local data integration
- event logging
- error tracking



Experience Manager Interactive Solutions

Experience Manager offers a breadth of capabilities to easily deliver and manage your digital signage solution at a low monthly cost as well as comprehensive plans that ensure a robust and secure operating system with maximum uptime.

Experience Manager's interactive capability also enables applications that will bring any retail setting to life.

Lift & Learn

Transform your in-store experience right at the point of sale with our interactive Lift & Learn solution. Using LCD screens that are custom fit into shelving, relevant and detailed information is displayed when a product is lifted from its in-store shelf; lift a second product and screens dynamically update to compare the products. By enabling product information on-demand, the online experience is merged with in-store product accessibility to enhance shopper engagement.

Style Advisor

Bring a seamless customer experience to your retail outlet. Our Style Advisor assisted selling tool allows sales associates to trigger outfit styles—relevant to customer gender and age—onto in-store displays from a tablet. Sales associates have the ability to speak to the larger image while sharing detailed specifics to the customer on the tablet.

Connected Café

Applicable to any quick-service restaurant, our Connected Café solution puts patrons in control. Using a mobile device or tablet they can place their orders, enter their name and picture, and track themselves in the queue. Not only is perceived wait time reduced but patrons are engaged and entertained while they wait.

Services

Toshiba's Digital Signage experts are here to design the best digital signage solution for you.

Our industry-leading team of trained professionals will work with you from beginning to end providing a single point of accountability. We offer comprehensive services to provide everything your company needs to implement a successful digital signage solution.

- > **Assessment & Site Survey**
- > **Solution Design**
- > **Content Creation**
- > **Content Management**
- > **Project Management**
- > **Installation and Service**
- > **User Training**
- > **Financing & Leasing**



Corporate Office

9740 Irvine Blvd.,
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949-462-6000

South

2037 Bakers Mill Rd.,
Dacula, GA 30019

678-546-9385

East Coast

959 Route 46 East, 5th Floor,
Parsippany, NJ 07054

973-316-2700

West Coast

9740 Irvine Blvd.,
Irvine, CA 92618

949-462-6430

Midwest

8770 W. Bryn Mawr Ave.,
Suite 700,
Chicago, IL 60631

773-380-6000

Website

www.business.toshiba.com

CONNECT WITH CUSTOMERS IN A WHOLE NEW WAY

Virtuoso is a custom designed solution that delivers engaging and interactive customer experiences via the power of touch. Completely unique, this interactive solution presents content in a compelling environment to promote your products and services or provide appealing self service experiences via touch display. Its exceptional functionality takes users from passive to active, allowing them to explore, expand and mark-up content, watch videos, play games, access information and more.

Toshiba's content experts work closely with each client to understand objectives and then collaborate with designers to build an application to meet those objectives. Offerings include horizontal solutions to industry specific applications – all custom designed to meet your branding and business objectives.

Benefits of Virtuoso

- ◆ Impactful, cost-effective solution for high-use environments
- ◆ Perfect for one-to-one or one-to-few interactions
- ◆ Informs, educates, entertains and influences in a meaningful way
- ◆ State-of-the-art touch-screen technology brings new life to content
- ◆ User interaction deepens when exploring content in a unique fashion

Turnkey Interactive Virtuoso Solution includes:

- ◆ Touch screen display
- ◆ Floor stand
- ◆ PC with software license
- ◆ Customized content

Screen Size Options:

- ◆ 32-inch
- ◆ 46-inch
- ◆ 55-inch
- ◆ 70-inch

Other Options & Services:

- ◆ **Annual Maintenance & Support** - Includes technical phone support, 15 hours content creation per year, software platform maintenance and new content uploads
- ◆ **Content Services** - Content design/creation, content management, advanced content development and API integration
- ◆ **Onsite Installation** - Full assembly and installation of Virtuoso system

Let Toshiba take your business beyond great to exceptional with dynamic digital signage solutions.

Contact a local dealer today at www.business.toshiba.com or call 1-800-GO-TOSHIBA





BRILLIANTLY IMAGINED. FLAWLESSLY EXECUTED.

Toshiba's mission is to provide fully managed digital signage and content solutions that help you deliver the right message to the right audience at the right time. Our team of experts is dedicated to providing an affordable and reliable solution that is customized to your needs ensuring audiences are engaged and business objectives are being met.

DISPLAYS

Toshiba offers a wide variety of displays meeting all customer needs and requirements without limitations.

LED Displays:

Outstanding performance with energy-saving technology to deliver stunning content. Low maintenance with long service life of up to 100,000 hours.



LCD Displays:

Unmatched image quality and sharpness with reliability you can count on.



Video Walls:

Seamless canvas in custom sizes and shapes with outstanding image quality and maximum brightness.



Touch Screens & Kiosks:

Available in assorted screen sizes with landscape or portrait orientation and durable stands that can be easily moved or bolted down.



CONTENT MANAGEMENT

Toshiba's powerful content management systems give you the tools to easily manage your digital signage content whether on a single display or networked solution.



Experience Manager allows you to create, manage and distribute content to networked digital displays. Comprised of three components – Designer, Content Manager and Player, it provides a centralized solution capable of delivering targeted content by time, location and demographic to ensure delivery across one or many touch points.

- Designer offers easy-to-use data-driven templates to create custom content. Rich in features, it can easily integrate with third party enterprise systems and offers interactive (touch) capabilities without requiring programming skills.
- Content Manager makes organizing, scheduling and managing your content simple. Cloud or server-based, it is easily deployed from a central location and offers flexible scheduling options. You can assign event triggers, incorporate real-time adaption, assign permission-based access and generate logs and reports.
- The Player drives content to your screens with reliable smooth sub-pixel delivery. It ensures stable playback of graphics, sound and video files and provides seamless interruption-free updating with real time data insertion such as news and weather.

Experience Manager offers a breadth of capabilities to easily deliver and manage communications at a low monthly cost as well as comprehensive plans that ensure a robust and secure operating system with maximum uptime.

INTERACTIVE

Toshiba's interactive solutions deliver engaging customer experiences to promote your products or services in a compelling manner. We collaborate with each customer to understand their offering and then build a custom solution that will take users from passive to active.



Virtuoso is a cost-effective interactive solution designed for high-use environments. Perfect for one-to-one or one-to-few interactions, Virtuoso allows you to inform, educate, entertain or influence all via the power of touch. Exceptional functionality allows users to explore, expand, mark up content, watch videos, play games and access information.

Virtuoso is our most popular touch solution and has been developed for a variety of markets including retail, education, healthcare, travel, hotel, banking, government, stadiums/arenas and points of interest. Virtuoso can provide simple information such as a self service directory or more advanced capabilities such as wayfinding. Toshiba's team will design an interactive solution to help patrons find where they are going and get there with ease. Functionality can be simple such as a displayed map or advanced – pushing step by step instructions to users' mobile devices.

Toshiba's content experts work closely with each client to understand objectives and then collaborate with designers to build an application to achieve those targets. Other interactive solutions include a custom kiosk for ultra-fast wireless data transfer, a 'lift and learn' application that displays relevant information on screen when a product is lifted from its in-store shelf, and digital signage controlled and updated by event triggers such as inventory, weather, time, etc.

SERVICES

The Ellumina Digital Signage Services team understands that every customer is unique. Our value is content expertise, professional design, worry-free implementation and operation, and a single point of accountability from a trusted technology leader. Our services offering is comprehensive and thorough to provide everything your company needs to implement a successful digital signage solution or network.

Assessment & Site Survey: Our team will meet with stakeholders to determine needs and understand challenges at hand. A site survey takes place to determine key factors in building out your optimal solution including electrical and IT needs, security considerations, building management approval and more.

Solution Design: Using data from the site survey, we build a customized solution that will suit your physical location(s) while ensuring business objectives will be met. Recommendations are made on displays, mounts, location and content management systems.

Content Creation: Understanding your goals, our Content Creation team jumps in and develops custom content that will drive results. Content is always developed based on customer's branding and is reviewed and approved by clients before going live.

Content Management: Let our team administer content on your behalf, saving you both time and money. We'll ensure maximum uptime guaranteeing content is displayed as scheduled, perform regular architecture maintenance and troubleshoot as needs arise.

Project Management: From beginning to end, Toshiba's Ellumina Digital Signage Services team is here to ensure a seamless experience for you. We'll assist in identifying unique situations to be addressed such as building permits, wall reinforcement, necessary cabling and more. We can manage post implementation projects such as digital signage upgrades and installation of additional units.

Installation & Service: Nationwide installation and service coverage is custom-configured to suit the needs of your business. We can provide service and support to specific locations, regional geographic areas and even manage your entire digital signage operation without the hassle of dealing with multiple vendors and service providers.

User Training: Toshiba's certified training team will provide necessary live training for hardware, content management systems and interactive solutions. We'll provide easy-to-reference manuals that can be used any time to ensure your staff is empowered.

Financing & Leasing: From global solutions to local installations, our team of financial masters can create a package that fits your needs with competitive rates and maximum simplicity.



Corporate Office

9740 Irvine Blvd.,
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678-546-9385

West Coast

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Irvine, CA 92618

949-462-6430

Website

www.business.toshiba.com

Staples Center Unveils LA Interactive Powered by Toshiba

Prior to the Los Angeles Kings and Vancouver Canucks face-off on Nov. 8, 2014, Toshiba, AEG, the LA Kings and the Staples Center held a ribbon-cutting event to commemorate the opening of the venue's new, state-of-the-art fan destination – LA Interactive powered by Toshiba. With approximately 130 people in attendance, the group included executive management from all four companies, Japanese visitors, business partners, industry analysts, press and independent dealers.

After speeches from Staples Center President, Lee Ziedman, LA Kings President, Luc Robitaille, TABS President/CEO, Scott Maccabe and Chief Marketing Executive, Bill Melo, the digital signage attraction was officially launched when the ribbon was cut by Scott Maccabe. Kings' Ice Crew cheerleaders along with the team's mascot added to the celebration.

LA Interactive is sure to enhance the fan experience with exclusive interactive content, social media visualizations, live game action, player stats, game scores, and more. The first-of-its-kind interactive zone features a 6-by-13 foot LED video



wall, 8-by-5 foot Toshiba Ultra HD video wall, two 46-inch Toshiba Virtuoso interactive touch displays and a 60-inch Toshiba "Touch & Get" interactive kiosk allowing for high-speed transfers of exclusive Los Angeles Kings and Staples Center content as well as three 65-inch Toshiba Ultra HD displays.

Upon Maccabe officially launching LA Interactive, the gathering was joined by Kings and Canucks fans streaming through Staples Center eager to learn about the new attraction. These hockey enthusiasts were met by an assortment of Toshiba employees who helped walk the fans through LA Interactive's unique selection of applications. Many of the patrons were particularly impressed by the "Touch & Get" interactive kiosk. While perusing the capabilities of the 5-foot display, the hockey followers quickly capitalized upon Toshiba's ultra-quick TransferJet technology by transferring videos of top Kings' melees, Ice Crew try-outs as well as the team's Stanley Cup parade celebration to their smartphones.



Staples Center patron tests Toshiba's "Touch & Get" interactive kiosk



Young hockey fan investigates Toshiba's Virtuoso



TABS' Scott Maccabe with Fox Sports reporter, Alex Curry

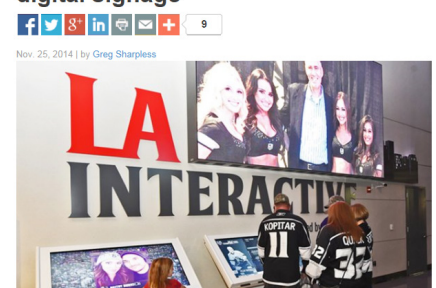


Masaaki Osumi of TAI with LA Kings mascot, Bailey

Feature Stories

Digital Signage Today TOPICS SUPPLIERS PROJECT HELP WHITE PAPERS VIDEOS WEBINARS

Engaging more customers through digital signage



Nov. 25, 2014 | by Greg Sharpless

To many observers, Toshiba America Business Solutions is a company in the midst of a transformation. After all, the company traditionally has been known for its document-management and document-workflow solutions. In 2014, however, its digital-signage revenues have increased 250 percent versus last year's business. Another indicator of change: The company generated \$3 million in digital-signage sales at its 2013 LEAD end-user conference, and it reports that about half of all the business signed at the 2014 LEAD conference will come from the digital-signage space.

Digital Signage Today



LA INTERACTIVE OPENS AT STAPLES CENTER

The new fan area represents a partnership between AEG, Toshiba, Staples Center and L.A. Kings.

by Rebecca Holzman Published: November 11, 2014



Masato Yamamoto, Exec. VP and director, Global Solution Business Groups, Toshiba TEC Corporation; Bill Mele, chief marketing executive, Toshiba America Business Solutions; Lee Robitaille, president, Business Operations, Los Angeles Kings; Lee Zeidman, president, Staples Center; Niko Theatre and L.A. Live; L.A. Kings mascot Bailey; Scott MacCabe, president and CEO of Toshiba America Business Solutions; and Masaaki Osumi, chairman & CEO, Toshiba America cut the ceremonial opening ribbon at LA Interactive powered by Toshiba at Staples Center, Los Angeles. (VT Photo)

REPORTING FROM LOS ANGELES — "I think that's the most use of the word 'interactive' that I've ever done in my entire life," commented Lee Zeidman, president of Staples Center, Niko Theatre and L.A. Live in Los Angeles on the night's buzzword at the opening of LA Interactive at Staples Center Saturday evening, Nov. 8. The new social media center powered by Toshiba provides the "ultimate fan experience" through touch screens, Twitter aggregation and polls, creating a one-of-a-kind space that can only be described as truly Interactive.

"Our vision for this partnership started through the conversation of defining how we could create the best fan experience in the industry," said Scott MacCabe, president and CEO of Toshiba America Business Solutions. "So that's what we really did. We reached out to AEG and they helped to create this particular venue."

Unveiled in the wake of Staples Center's 150th double-header conversion after an afternoon Clippers game to an evening Kings match, LA Interactive represents a five-year partnership among Toshiba, Staples Center and the Los Angeles Kings that Toshiba's chief marketing director, Bill Mele, hopes to expand to include one of Staples Center's resident teams, the National Basketball Association Los Angeles Clippers, as well.

Venues Today

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Join LinkedIn for free to participate in the conversation. When you join, you can comment and post your own discussions.

Toshiba Ribbon Cutting at STAPLES Center in Los Angeles

About This Group
Created: May 28, 2010
Type: Professional Group
Members: 11,169
Subgroups: 1
Owner: **Andy S.**
Website: <http://www.industryanalysts.com>

Copiers Printers & MFPs

DSE 105 Digital Out of Home - Digital, Knowledge, Option

LA Interactive Powered By Toshiba
Gail Chiasson, North American Editor

When Toshiba decided to get into digital signage with a business plan about two-and-a-half years ago, it decided that interactivity would be a key part of its offering.

That was clear Saturday night at STAPLES Center in Los Angeles when it revealed six different interactive products in a section dubbed LA Interactive Powered by Toshiba.

This permanent section is only part of Toshiba's partnership with Staples Center. It will also be replacing about 1,000 TV screens in the concourse areas and suites over the next 30 days.

LA Interactive was formally opened with an official ribbon cutting by Scott MacCabe, president and CEO, Toshiba America Business Solutions Inc., in the presence of

Toshiba powers LA Interactive at Staples Center
Staples Center on Nov. 8 unveiled LA Interactive powered by Toshiba, a new fan destination with exclusive interactive content, social media visualizations, live game action, player stats and more. From left: Masato Yamamoto, Toshiba TEC Corp. EVP; Bill Mele, Toshiba America Business Solutions CEO; Lee Robitaille, Los Angeles Kings president of business operations; Staples Center President Lee Zeidman; Scott MacCabe, Toshiba America Business Solutions president and CEO; Masaaki Osumi, Toshiba America chairman and CEO; and Kings mascot Bailey.

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Toshiba Ramps Up Digital Signage Offerings
By David Keene On November 20, 2014

Toshiba, well known in the consumer electronic, managed print services, and POS arenas, has been active in recent years in the pro AV space with large LED walls and LCD panels, has been busy late re-emerging their digital signage offerings. But Toshiba is taking a different tack with their latest efforts—steering away from just selling AV/digital signage hardware to end users or AV dealers/integrators and instead focusing on offering turnkey digital signage solutions and digital signage managed services.

The first salvo fired by Toshiba this fall came when they announced that Staples Center in Los Angeles was rolling out a new digital signage and fan interaction area. Prior to a Saturday night Los Angeles Kings and Vancouver Canucks NHL game at AEG's, the Kings, STAPLES Center, and Toshiba held a ribbon-cutting event on November 8th to commemorate the opening of the venue's new "fan destination." LA Interactive powered by Toshiba—located on the main concourse of STAPLES Center—was designed "to enhance the fan experience with exclusive interactive

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Installation of the Week: STAPLES Center Inveils New Fan Experience
November 11, 2014
Article by Chris Brummett

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ORANGE COUNTY BUSINESS JOURNAL 3

Toshiba Digital Displays in Staples Center Lineup

MARKETING: Electronics outfit in Irvine lands sponsorship

By MEDIHA DIMARTINO

Diversified electronics maker Toshiba America Business Solutions Inc. is supplying digital displays for LA Interactive, a new section of the Staples Center that opened over the weekend.

The Irvine-based company—a U.S. unit of Japan-based Toshiba Corp.—makes and markets a lineup of products that range from printers to software and various kinds of digital displays.

Its branded section at the arena in down-

town Los Angeles—featuring a 6-by-13-foot LED video wall, two 46-inch touch displays and a 60-inch kiosk—is set up to "enhance the fan experience with interactive content," such as live action and out-of-town game clips, as well as player stats and scores, according to AEG, the company that owns the venue.

The deal names Toshiba the "Official

MacCabe: digital displays are "explosive opportunity space"

Electronics Provider and Founding Partner of Staples Center" and provides ongoing opportunities for product placements and signs throughout the venue.

The agreement with AEG centers on Toshiba's fast-growing digital display business, which is currently bringing in "tens of millions of dollars," said Scott MacCabe, Toshiba's president and chief executive.

Toshiba appeared on AEG's radar a couple of years ago when the arena operator—a subsidiary of Denver-based Anschutz Corp.—was "looking to refresh" some of its facilities, MacCabe said.

"We brought LA Interactive to the table," he said. "We proposed to them an interac-

► **Toshiba 12**

MANUFACTURER'S CERTIFICATE

Customer/Potential Customer: The Interlocal Purchasing System (TIPS) & Region VIII Education Service Center
Bid/Proposal #: RFP- SIGNAGE (ALL TYPES) – Due February 12, 2016 at 3:00 p.m.

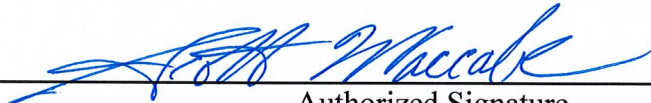
Toshiba America Business Solutions, Inc. (Toshiba) will provide all required Toshiba equipment, accessories, parts, supplies and other needed support materials to the above-named RFP for the duration of any contract resulting from this bid/proposal, and

Toshiba certifies that the Toshiba Service Providers indicated within Toshiba's response to RFP dated February 12, 2016 are authorized to sell, service and warrant all Toshiba product offered in the RFP; and

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

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

Scott Maccabe, President & CEO

Name & Title

February 12, 2016

Date