

VENDOR CONTRACT

Between Toshiba America Business Solutions Inc. and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Copiers, Fax and Multifunction Machines # 2032615

General Information

The 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 the 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. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

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 residence at 4845 North US Hwy 271, 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.

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.)

RFP- Copiers, Fax and Multifunction Machines – Due February 12, 2015 at 3:00 p.m.

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, or rented to, or 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

This contract period is for one (12) months 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 not sell to TIPS members at a price lower than can be obtained thru the TIPS 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 Two Percent 2% participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% per total purchase to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for the 2% is mailed. Failure to pay the 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its 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, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its 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, its 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, its 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 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 Vendor has 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 Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract #03-032615 on PO.
- Email PO as a PDF attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

Form of Contract

The form of contract for this solicitation shall be the sealed 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 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 the TIPS 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 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 Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until 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 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, 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 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 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 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 member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the 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 member having approved and signed an Interlocal agreement may make a request of the awarded vendor under this contract when the 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 member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the 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 member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and 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 commodities 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 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 address/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 faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, 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.
-

Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and 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 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:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.

Toshiba requests the following exceptions be included:

Page 10 of 21. Shipments. The vendor shall ship ordered products within 15 to 30 days after receipt of the order.

Page 11 of 21. Pricing. We request the first sentence be changed to read "The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customer that purchase the same or similar products at the same or similar qualities and quantities and the pricing shall remain so throughout the duration of the contract."

Continued on next page.

Special Terms and Conditions

Continued:

Page 11 of 21. Indemnity. We request reciprocal clauses, and ask the section be changed to the following:

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its 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 negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its 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 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, its 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 unless such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

Page 13 of 21. Marketing. Any use of TABS name and logo must have prior written approval from TABS.

Page 14 of 21. Audit Rights. We request that audits be limited to no more than one (1) time per year.

Vendor Profile

1.1. Disadvantaged/Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that their firm is a HUB and/or D/M/WBE

Yes No

(Vendor must fill out MWBE form: http://www.tips-usa.com/assets/documents/docs/MWBE_form.pdf)

And include the form in Section 7 (Certificates)

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder.

Yes No

Vendor's principal place of business is in the city of _____ State of _____

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

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

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

1.4.1. 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. Yes No

If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS participation fee. Yes No

1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee. Yes No

1.4.4. Additional discounts to TIPS members for bulk quantities or scope of work? Yes No

1.5. Vendor Service

1.5.1. Average shipping time after receipt of customer order is 15-30 days working days.

1.5.2. Which description best describes your company's position in the distribution channel?

Manufacturer direct

Certified education/government reseller

Authorized distributor

Manufacturer marketing thru reseller

Value-added reseller

Other _____

1.5.3. Company experience in this category. 68 Years

The Vendor can provide services and/or products to all 50 US States? Yes No

If answer is no, please list which states can be served _____

1.5.4. Provisions for purchase with federal funds for contracts exceeding \$100,000. These forms are for non-construction contracts. Fill out the following forms and include in the Section 7 (Certificates) of your proposal:

[http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_\\$100K_non-construction.pdf](http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_$100K_non-construction.pdf)

http://www.tips-usa.com/assets/documents/docs/Suspension_or_Debarment_Certificate.pdf

Not Applicable.

Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.

_____ Month(s); or _____ Year(s); or Term of Contract

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The Interlocal Purchasing System (TIPS)

Lead Agency – Region VIII Education Service Center

Company and/or Product Description: (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 750 characters.

Toshiba is a leading provider of award-winning document imaging products and document management and workflow solutions throughout the US, Canada, Mexico, Latin America and the Caribbean. Toshiba's portfolio includes not only award-winning products and services but also professional services in the area of document security, document assessment, asset management and fleet optimization. Toshiba is marketing its MFDs and facsimiles to TIPS members through its authorized service providers. Please access our catalog, contract information and reseller information through the link provided.

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

Dealer Name _____ Please see Attachment A, AUTHORIZED SERVICE PROVIDER LIST. Tel _____

Address _____ Included behind our Manufacturer's Certification, in Vendor Certification Tab Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

ALL SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS

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CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:

Name: Mike McKinley
Title: Regional Sales Manager
Email: mike.mckinley@tabs.toshiba.com
Phone: (678) 613-2311
Fax: (949) 462-2557
Mobile: (678) 613-2311

Secondary Contact:

Name: Martin Quinn
Title: Director, FED/SLED & Public Sector
Email: martin.quinn@tabs.toshiba.com
Phone: (240) 731-9962
Fax: (949) 462-2557
Mobile: (240) 731-9962

Administrative Fee REPORTING TO TIPS – You will receive a Monthly Report by Email to submit with a check for 2% on all sales that go through this contract. Please list below who will be responsible for collecting and reporting these sales to TIPS:

Contact person: Pam Tabacchi
Email: pam.tabacchi@tabs.toshiba.com
Telephone: (949) 462-6168

WORDS FOR “SEARCH ENGINE” - Please list words to be posted on your company’s page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. **YOU MAY NOT LIST NON-CATEGORY ITEMS.** Words to be included in the Search Engine for my Company (Limit 500 words): _____

managed print experts, managed printing, digital signage, touch screen display,
business printing solutions, office printing, pay as you print, managed print,
multifunction printers, MFPs, copiers, printers, faxes, scanners, workgroups,
printer-based MFP, wide format printing, high volume fax, portable scanner, network
scanner, high volume scanner, color printer, color copier, black and white printer,
black and white copier, e-STUDIO, document management, business consulting services

REFERENCES

Entity: Misbo
Contact Name: Jay Danielson
Telephone: (404) 367-7884

Entity: Smithville ISD
Contact Name: Terry Harris
Telephone: (512) 237-2407

Entity: Del Valle ISD
Contact Name: Todd Greyhouse
Telephone: (512) 386-3050

Entity: Region 8
Contact Name: Carol McNeil or Brent Baker
Telephone: (903) 575-2660 / (903) 572-8551

Entity: Arkansas Department of Education
Contact Name: Jacki Stafford
Telephone: (501) 682-4266

ATTACHMENT A
RFP Vendor Profile Page 18 of 21
AUTHORIZED TOSHIBA RESELLERS/SERVICE PROVIDERS

Pursuant to the Vendor Profile (Page 18 of 21) of the RFP, Toshiba is pleased to submit its authorized servicing providers for Arkansas, Texas, Oklahoma, Missouri and other locations.

TOSHIBA SERVICE PROVIDERS

ARKANSAS

Dealer Name	Address	Phone	Primary Contact	Email
BATESVILLE TYPEWRITER INC.	2705 HARRISON BATESVILLE, AR, 72501	Office: 870.793.5101 Fax: 870.793.5101	Brad Mace	batesvilletypewriter@suddenlinkmail.com
COPY PRODUCTS INC.	417 E 9TH ST MOUNTAIN HOME, AR, 72653	Office: 870.424.2999 Fax: 870.424.6222	Erik Crane	ecrane@copyproductsinc.net
DIGITAL PRINTING SOLUTIONS	2018 TOWN WEST DR ROGERS, AR, 72756	Office: 479.636.0112 Fax: 479.636.1502	Michael Gower	mgower@dpsone.com
STANDARD BUSINESS SYSTEMS INC.	1300 WESTPARK DR STE 7, LITTLE ROCK, AR, 72204	Office: 501.663.4414 Fax: 501.663.4976	Steve Milam	stevem@standardbusiness.com

TEXAS

Dealer Name	Address	Telephone	Primary Contact	Email
BUSINESS SOLUTIONS INTL	9203 EMMOTT RD HOUSTON, TX, 77040	Office: 713.787.1200 Fax: 713.918.5900	Ellis Gerald	gwargo@digitalbsi.com
DEWITT, POTH & SON	211 WEST MAY STREET YOAKUM, TX 77995	Office: 361.293.3791 Fax: 361.293.7553	Kenneth Schumacher Or Jacque Schumacher	kenneth@dewittpoth.com or Jacque@dewittpoth.com
MANNING'S OFFICE SYSTEM	1510 N. 7TH STREET BEAUMONT, TX. 77703	Office: 409.899.1122 Fax: 409.898.3210	Kenny Kraemer	kennyk@manningsupply.com
PREMIER SYSTEMS INC	885 EAST COLLINS BLVD STE 103 RICHARDSON, TX, 75081	Office: 972.889.2796 Fax: 972.234.0925	Carl Telthorst	vnorth@gopremier.biz

STARGEL OFFICE SOLUTIONS	4700 BLALOCK RD HOUSTON, TX, 77041	Office: 713.461.5382 Fax: 713.461.6450	David Redd	cdredd@stargel.com
VANCO SYSTEMS, INC	2301 TEXAS BLVD. TEXARKANA, TX 75501	Office: 903-794-1013 Fax: 903-792-4176	Allen Clement	allen@vancosystems.com

OKLAHOMA

Dealer Name	Address	Telephone	Primary Contact	Email
J D YOUNG COMPANY	116 WEST 3RD ST TULSA, OK, 74103	Office: 918.582.9955 Fax: 918.582.2085	Monte Sloan	msloan@jdyoung.com
KAY OFFICE EQUIPMENT COMPANY	1401 NORTH SEVENTH ST PONCA CITY, OK, 74601	Office: 580.765.4436 Fax: 580.762.7610	Dan Stahl	dstahl@kaycopy.com
MILLER OFFICE EQUIPMENT INC	900 E WYANDOTTE MCALESTER, OK, 74501	Office: 580.298.3321 Fax: 580.298.3335	Tal Light	tlight@milleroffice.com
SUMMIT BUSINESS SYSTEMS INC	500 ENTERPRISE DR EDMOND, OK, 73013	Office: 405.947.0707 Fax: 405.946.7187	Cory Brown	coryb@summitokc.com

MISSOURI

Dealer Name	Address	Telephone	Primary Contact	Email
ADVANCED IMAGE SYSTEMS LLC	1003 EAST McCARTY JEFFERSON, CITY, MO 65101	Office: 573.635.9503 Fax: 573.635.4692	Rob Goth	rgoth@advancedimagesystems.com
COAST TO COAST EQUIP & SUPPLY	10964 LIN-VALLE SAINT LOUIS, MO, 63123	Office: 314.892.0250 Fax: 314.892.0825	Faye Birk	fbirk@ctcstl.com
COPY PRODUCTS INC	2103 WEST VISTA ST SPRINGFIELD, MO, 65807	Office: 417.889.5665 Fax: 417.889.7712	Erik Crane	ecrane@copyproductsinc.net:
COPY PRODUCTS INC	809 KATHERINE ST JOPLIN, MO, 64801	Office: 417.624.9946 Fax: 417.624.9968	Erik Crane	ecrane@copyproductsinc.net
DA-COM CORPORATION	5317 KNIGHTS OF COLUMBUS DR SAINT LOUIS, MO, 63119	Office: 314.442.2800 Fax: 314.442.2878	Scott Shanafelt	bthompson@da-com.com
DA-COM CORPORATION LLC	1406 RANGELINE ST COLUMBIA, MO, 65202	Office: 573.449.2663 Fax: 573.449.4462	Scott Shanafelt	etwenter@da-com.com
DOCUMENT & NETWORK	2275 CASSENS COURT STE 112	Office: 314.773.6000	Mike Golinvaux	jrolf@dntstl.com

Dealer Name	Address	Telephone	Primary Contact	Email
TECH INC	FENTON, MO, 63026	Fax: 314.771.6344		
GFI DIGITAL	7 WEST ST JOSEPH PERRYVILLE, MO, 63775	Office: 314.997.6300 Fax: 314.997.6064	Bruce Gibbs	mschuler@gfidigital.com
GFI DIGITAL	3225 EMERALD LANE, STE C JEFFERSON CITY, MO, 65109	Office: 314.997.6300 Fax: 314.997.6064	Bruce Gibbs	mschuler@gfidigital.com
PRO-TECH COMPANY INC	2411 EAST ILLINOIS KIRKSVILLE, MO, 63501	Office: 660.665.3171 Fax: 660.665.3521	Steve Tharp	tim@protechco.com
TOSHIBA BUSINESS SOLUTIONS	2732 NE INDEPENDENCE AVENUE LEES SUMMIT, MO, 64064	Office: 816.842.4931 Fax: 816.842.0660	Steve McCluhan	sharkey@tbs.toshiba.com
WARRENSBURG BUSINESS MACHINES	315 NORTH HOLDEN ST, P O BOX 2 WARRENSBURG, MO, 64093	Office: 660.747.6173 Fax: 660.747.2200	Dave Mudd	wbminc@embarqmail.com

OTHERS

Dealer Name	Address	Telephone	Primary Contact	Email
DEANS OFFICE MACHINES, INC.	1035 WINSTON ST GREENSBORO, NC, 27405	Office: 336.379.7062 Fax: 336.379.7079	Steve Cobb	Steve.cobb@deansom.com
EAGLE BUSINESS SOLUTIONS	SIX HARBISON WAY COLUMBIA, SC, 29212	Office: 803.732.4300 Fax: 803.781.0073	Charlie Nichols	cnichols@ebsisolutions.com
DIGITAL BUSINESS MACHINES	5217 LINBAR DR 306 NASHVILLE, TN, 37211	Office: 615.370.4211 Fax: 615.370.4532	Hector Bezuidenhout	hector@dbmusa.com

WARRANTIES COPIERS, FACSIMILES AND ACCESSORIES

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

EQUIPMENT LIMITED WARRANTY

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

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

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

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

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

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

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

PARTS LIMITED WARRANTY

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

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

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

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


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

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


CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict 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.

Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name	Toshiba America Business Solutions, Inc.
Mailing Address	9740 Irvine Blvd.
City/State/Zip	Irvine, CA 92618
Telephone No.	(949) 462-6000
Fax No.	(949) 462-2557
E-mail address	Gem@tabs.toshiba.com
Authorized signature	
Printed name	Scott Maccabe
Position with company	President & CEO, Toshiba America Business Solutions, Inc.
Purchase Order Contact Person	Name: Please see dealer list. Dealers can take Purchase Order
(This person is responsible for receiving Purchase Orders from TIPS)	Email:
	Phone:
Company Website	www.business.toshiba.com

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. 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.


TIPS Authorized Signature

3-26-15
Date


Approved by Region VIII ESC

3-26-15
Date

Executive Overview

Toshiba is a recognized leader in the areas of providing award-winning machines, multifunction device management, document security assessment and fleet optimization. We pride ourselves on the quality of the product and services we provide to numerous schools and educational facilities, as well as local, state and government entities. Premier is headquartered in Richardson, Texas, and will continue to provide local service, installation and support as an authorized Toshiba Dealer. For the past four years Premier's service department has been the recipient of Toshiba's prestigious Pro Masters service award. This honor is bestowed only upon the dealers who pass rigorous and thorough inspections and who are committed to providing exceptional service.

Our proposal offers your members a cost-effective vehicle to purchase or lease Toshiba products and related services as outlined in the RFP. Our program includes responsive and local service, knowledgeable technical support, online procurement and service requests, effective document management and workflow solutions, fleet management tools, and dedicated account management team. We have included the following top-level overview of our service and offerings to provide additional insight on our company and business:

Company Background:

Toshiba America Business Solutions Inc. (TABS/Toshiba) is an independent operating company of Toshiba Corporation, ranked eighth on Fortune Magazine's list of most admired electronic manufacturers, and 89 on its prestigious Global 500. Founded in 1875, Toshiba Corporation is a world leader in high technology products with more than 300 major subsidiaries and affiliates worldwide and annual revenues totaling nearly \$65 billion. Toshiba Corporation employs more than 203,000 individuals worldwide.

Toshiba MFDs are used around the globe in more than 130 countries, with direct operations in 23 countries, and we are continuing to expand our sales and service offerings into other emerging markets such as Brazil and Russia. Our products have long been the preferred choice in North America, Europe and Japan, and remain the No. 1 selling manufacturer in China for the eleventh consecutive year. In addition, Toshiba's MDS business has experienced 78 percent year-over-year growth, accounting for approximately 12 percent of the company's total revenue.

Account Management:

Toshiba's support model employs a dedicated national account management team with authorized service providers in addition to Toshiba's field and corporate support teams. Your members will receive multi-tiered support throughout these functional areas:

- National Service and Support
- Account Management
- Customer Service and Billing
- Service and Support

Mike McKinley, National Account Sales Manager will be the overall account manager for TIPS/TAPS. As the primary point-of-contact, he will oversee the account and ensure that the contract runs smoothly, that all commitments are met or exceeded and that our sales force is actively engaged in promoting this program nationwide. Additionally, he will be responsible for the day-to-day business and overseeing our authorized service provider network, which will deliver, install, properly maintain and service machines

for each member client. Mike is an accomplished sales executive with over 25 years of successful experience in the document imaging industry.

Premier Systems, Inc. (www.gopremier.biz), headquartered in Richardson, Texas, will continue to provide local representation to make sure machines are delivered, installed and properly maintained to their current accounts. They currently manage the 2009-2012 TIPS /TAPS contract #2042809 directly in their area. Carl Telthorst, President, will perform a key role in local account management and support activities, as well as oversee a top-notch service team. All of their technicians are Toshiba manufacturer trained and they are the only D.A.T.E (Dealer Administered Technical Education) trainer in North Texas.

An integral component of efficient fleet management and reporting is Toshiba's web based Global Services Portal (GSP). This secure online resource integrates with our fleet management software to provide you instant visibility into information on all of your assets. Relevant data is organized in three report types – by Type, Model, and Location – to provide customers with a single source of easily accessible data.

Key asset management control functions of the portal include:

- **Fleet Management** – Order inquiries, asset management, inactive asset reports, relocation requests, and service billing history.
- **Customer Reports** – Includes service reports, machine history, usage reports, and population reports.
- **Service Dispatch** - Electronic submission of maintenance or service requests.
- **Order Supplies** - Electronic submission of requests for consumables and supplies.

Users can access the site 24 hours a day, seven days a week, ensuring direct, single source access to a full spectrum of real time information and online services. We can even create a link from your site to the GSP Website to easy access to an electronic catalog.

Toshiba e-STUDIO Advantages:

At the core of Toshiba's e-STUDIO MFDs is our exclusive e-BRIDGE architecture which allows the system software to integrate each device function – copy, print, scan and fax – allowing for efficient, concurrent and high performing data processing. The modular features and expandable open architecture of Toshiba MFDs make them a flexible, cost-effective copier that can be modified with a variety of add-on accessories. Scalable design allows you to create a customized document imaging system that can be upgraded for complete network connectivity to meet your changing business and office productivity needs.



Toshiba's e-BRIDGE Open Platform architecture links the MFD to back-end applications and systems in both directions, such as ERP systems, fax servers, document management software, and third party applications such as e-BRIDGE Re-Rite, Microsoft Sharepoint, Microsoft Exchange, and document management solutions such as DocuWare, Drivve | Image, DocForm, DocSystem, DocRecord and other applications. These document workflow and management solutions integrate with our devices and require no additional software development or professional solutions. They simplify workflows and transforms the way the MFD is used

All Toshiba products undergo rigorous testing by leading independent testing laboratories such as Buyer's Laboratory Inc. (BLI), BERTL, Marketing Research Consultants (MRC), and other much respected industry sources, and have demonstrated excellent to outstanding performance and reliability. In fact, this quality and unparalleled performance allows Toshiba to offer an industry-leading guarantee – our Total Quality Commitment (TQC) Program. Under Toshiba's TQC Program, if your Toshiba product does not operate within product specifications during the term of this program, and it cannot be repaired to perform within product specifications, Toshiba will replace the product at no charge with a model of equal or better features and specifications.

Toshiba products comply with Section 508 of the Rehabilitation Acts of 1998. We continue to invest in making our products more accessible and easier to use for visual and hearing impaired as well as mobility impaired individuals.

Total Quality Commitment

Each Toshiba MFP is backed by the Toshiba Quality Commitment, which is our guarantee that that your equipment will perform to your complete satisfaction or we will replace it. Toshiba stands squarely behind our promise with the assurance of complete satisfaction. Everything we do contributes to that goal—from setting the industry standard for research and development, to providing instant access to Toshiba support personnel.

- **FREE REPLACEMENT:** If your Toshiba copier, facsimile, printer or its accessories do not operate within TABS' product specifications during the term of this program, and if the equipment cannot be repaired to perform within product specification, TABS will replace the copier, facsimile, printer or accessory at no charge with a model of equal or better features and specifications.
- **FREE LOANER:** If your copier, facsimile or printer is out of service for more than two (2) consecutive days after notifying your Authorized Servicing Dealer or requires off-site service, a loaner copier, facsimile or printer will be provided by the Authorized Servicing Toshiba Dealer at no additional charge.

Included At No Charge



SED Hard Drive Security – Patented Technology

Included At No Charge

Another patented Toshiba security feature, the newest TOSHIBA SED 320gb hard drives employ a self destruct algorithm that if taken out of the host device, and connected to any foreign device to extract data, the hard drive data and drive become unusable. In addition to this feature, Toshiba will upon customer request provide a hard drive swap, for a nominal fee, and provide the hard drive to the customer. This Toshiba manufactured and patented SED Hard Drive meets the ultra-stringent U.S. Federal Information Processing Standard 140-2.

Advanced Encryption

Included At No Charge

In order to protect the confidentiality and integrity of your data, we continually develop comprehensive security measures for Toshiba devices. Our Advanced Encryption functionality provides on-the-fly encryption and decryption of data written to the device's hard drive. The Data Overwrite Kit ensures that all data is erased after every fax, copy, scan and print job in order to prevent the latent storage of valuable data on the device. IPv6 ensures IP security with a larger IP address range, protection from scanning and attacks, and support for authentication and confidentiality as part of our optional IPsec©. Secure Sockets Layer (SSL)© employs encryption technology to protect all data traveling to and from the MFP, while IP Filtering acts like a firewall to protect your internal network from intruders. Also, SMB Signing adds a digital signature to verify that data is received from authenticated sources and ensures the integrity of all communications.

Mobile Printing

Included At No Charge

Toshiba's e-BRIDGE Print & Capture mobile software app allows users to upload information into the cloud and retrieve it either on the mobile device or by printing the content on a Toshiba device. This free mobile print and scan application is compatible with all Android Tablets (3.1.0 or later) and Android Smartphones (2.3.3 or later) and is supported for all current Toshiba MFDs with e-BRIDGE.

Seamless scanning from a Toshiba e-STUDIO product to an Android device and file sharing through other software applications is also possible. Users may additionally attach scanned files to email, share documents with other Android applications or upload files to a cloud storage support service such as Box.com, Google Drive, SkyDrive and Dropbox. Users may choose from a range of scanning formats including JPEG, TIFF and PDF.

The new e-BRIDGE Print & Capture app supports cloud-based data storage centers, allowing users to upload information into the cloud and retrieve it either on the mobile device or by printing the content on a Toshiba printing device. The new app also allows users to create a Quick Response (QR) code from an Android smartphone or tablet. Content stored on the mobile device may then be printed on any current Toshiba MFP affixed with this QR code.

A download of this mobile app is available on Google Play: <http://bit.ly/16mGxgl>.

Cloud Service

Included At No Charge

To optimize the operation and functionality of our customers' print fleet, Toshiba recently unveiled our e-BRIDGE CloudConnect cloud-based application to enhance technical support for our service providers and customers. This state-of-the-art support app will allow us to remotely update firmware, push down service codes and find error history within products to help with diagnostics and the proactive maintenance of your fleet. This new proactive cloud service will allow for fewer service calls, faster response times, and improved operation of your fleet.

Benefits of e-BRIDGE CloudConnect:

- ✓ Real time alerts to device error conditions
- ✓ Monitor and maintain device settings
- ✓ Remote firmware updates
- ✓ Change service code settings remotely
- ✓ Download service files for problem diagnosis

With the Cloud, our IT Help Desk can check function lists and download the information for future installations or to create backups of the product to prevent downtime if a product has a fatal error. The

future of our meter capturing is also within the Cloud. Instead of having to load meter software at your locations, it will be pulled directly from the product through the Cloud and imported into our databases. Finally, once a product is ready to be returned, the Cloud has the ability to decommission the product, clearing your information and disabling functions before it is turned over to the leasing company or disposed. This ensures your information is protected once the product leaves your premises.

Remote Diagnostic Tools

Included At No Charge

Toshiba will provide client-based tools such as our e-BRIDGE Fleet Management System (eFMS) that provide centralized management, maintenance, auditing and support capabilities for networked Toshiba MFDs. This software allows network administrators to remotely deploy and manage device settings and configurations, allowing administrators to group devices by location, department, cost center and other categories. Administrators can receive first tier alerts and other status updates via a pop-up message at their workstation or e-mail. In the case of more severe technical difficulties where service is required, a second tier e-mail alert can be sent directly to a Toshiba service technician, helping to speed up response times.

At the device level, Top Access offers real-time device management and displays jobs status from any network computer. As soon as any event occurs, such as when paper or toner runs out, or whenever maintenance is required, it will instantly alert the user. In addition, it also displays the job status, allows for templates registration and address book setup.

Administrators can also use Top Access to configure the device/network settings, set counter information or limit and control usage via authentication settings. Benefits include:

- Web-based remote device management tool for Toshiba MFPs
- Graphical view of MFP configuration and settings
- Monitor real time MFP status
- Manage network, print, copy, scan and fax settings
- Create and manage address book, templates and user authentication
- Email alerts for administrator and/or user intervention
- Job log view with function history
- Detailed device counter information by department and user

Free Toner Recycling

Included At No Charge

Toshiba is extending to TIPS members our "Close the Loop" recycling program for disposing of your spent consumable supplies such as toner and fax cartridges, drum units and waste bottles/toner bags for both Toshiba and other products offered or maintained by Toshiba.

Under this program, we provide clients with everything they need, including recyclable collection boxes and supplies, freight, transportation, and recycling services for Toshiba-supplied toner bottles, laser cartridges, drum units, toner bags, and other bulk imaging consumables. These supplies



are picked up and processed using four different processes to yield the maximum amount of reusable materials. Hard-to-process mixed plastics, toner powder, inks, and sponges are used in the company's patented composite eLumber, thereby reusing previously unusable materials, preventing them from ending up in landfills or being incinerated. This results in 100% reuse of collected Toshiba consumable imaging products.

Recyclable items do not even need to be repackaged. You would simply place the cartridge in the collection box. Once the box is full, you remove the bag from the collection box, tie off and leave in the pre-arranged collection point or return via UPS.

Made from 100% Recycled polystyrene and related styrenic plastics, eLumber is jet black, weatherproof, tough, and environmentally favorable. It can be used as outdoor furniture, fences, garden edging, sound barriers, and other applications. It has almost the same characteristics as natural hardwood in terms of look and feel, as well as density and structure and can be worked, shaped, and handcrafted like timber using woodworking tools. In comparison to commercial hardwoods and other plastic alternatives, eLumber has unique advantages in terms of durability and versatility. It is UV retardant, non-porous and resistant to bacteria growth and insect attack.

Sustainability Reporting

In the managed print services arena, more and more customers are asking us to help them meet their corporate green initiatives. This can involve measuring and improving such areas as electricity use, paper waste, CO2 generation and solid waste recycling. As your Copier provider, Toshiba not only cares about boosting your productivity and cutting your printing costs, but also cares about your environmental sustainability. With Toshiba, reducing your environmental impact and operational costs is easier than you think.

Toshiba's Encompass Green Report is an enhancement to our Encompass Document Analysis program that provides customers an accurate measurement of energy consumption, carbon emissions, paper usage and solid waste of their print devices.

During an Encompass assessment, we gather detailed asset information including locations, product models and types, equipment specs, and usage. Using this data, we can measure the environmental impact and costs using power costs by region and CO2 emissions by state. From this, we can pinpoint areas where we can lower environmental impacts on paper use, power consumption; the emission of dust, carbon, ozone and other substances; and the volumes of solid and water waste produced.

Included At No Charge



In summary, Toshiba is offering a robust and comprehensive solution for your copiers, Fax and Multifunction machine RFP. We believe we can provide improved sales and service under this program.

MANUFACTURER'S CERTIFICATE

Customer/Potential Customer: The Interlocal Purchasing System (TIPS) & Region VIII Education Service Center
Request for Proposal #: RFP- Copiers, Fax and Multifunction Machines – Due February 12, 2015 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 potential customer for the duration of any contract resulting from this bid/proposal, and

Toshiba certifies that the Toshiba Service Providers indicated on Attachment A referencing Page 18 of 21 of Vendor Profile, of Toshiba's response 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 11, 2015
Date