Board Office Use: **Legislative File Info.**	
File ID Number	26-1464
Introduction Date	6/24/2026
Enactment Number	
Enactment Date	

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Superintendent
Tara Gard, Deputy Superintendent of Business & Operations
Kimberly E. Raney, Executive Director Transportation
Rosaura Altamirano, Senior Manager, Supply Chain & Logistics

Meeting Date June 24, 2026

Subject District - Piggyback - Toshiba America Business Solutions for Digital Workspace Solutions - Talent/Human Resources Department

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Ask of the Board

Approval of Resolution No. 2526-0221 Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Toshiba America Business Solutions Properly Entered Into Through Region 4 Education Service Center (ESC)-TX, in an amount not to exceed $500,000 each fiscal Year through May 31, 2030.

Background and Discussion

Public Contract Code section 20188 allows OUSD to "piggyback" on an existing contract without OUSD needing to separately bid the contract so long as (i) the contract was properly bid, awarded, executed, and approved and (ii) the Board determines that it in the best interest of the District.

Region 4 Education Service Center (ESC)-TX issued Bid #24-12 for Digital Workspace Solutions. Toshiba America Business Solutions submitted a bid and was one of several vendors awarded for the contract.

The bid became eligible as a piggyback contract and the District was alerted to the opportunity through OMNIA Partners' cooperative purchasing program. OMNIA Partners leverages competitively solicited and publicly awarded contracts to provide exceptional savings to public sector agencies across the country. The District's interest in finding lower price and efficient options is core to procurement and purchasing practices. The District also reviewed its current spending with Toshiba, which is summarized as follows:

FISCAL YEAR	TOTAL
2023-2024	$326,576
2024-2025	$395,207

The Resolution finds that the Agreement was properly bid, awarded, executed, and approved and further declares that piggybacking on the Toshiba Contract is in the best interest of the District. The Resolution then accepts the offer of contract with Toshiba pursuant to the same terms and conditions found in the Agreement, up to a fiscal year not-to-exceed amount of $500,000 through May 31, 2030, and approves the associated Piggyback Agreement. Under the Piggyback, the District will benefit from a complete catalog of product lines and related products/services.

Fiscal Impact

The total value of this master piggyback agreement shall **not exceed $500,000 per fiscal year**, based on prior year (2025–2026) utilization data and anticipated District needs.

These agreements are established through the District's **hybrid procurement model**, under which the Transportation & Procurement Department evaluates cooperative purchasing opportunities, administers the master piggyback agreements, and negotiates pricing and contractual terms on behalf of the District.

Projected usage may include copier purchases, leases, maintenance, and related services supporting:

- Early Childhood Education (ECE) programs;
- Elementary schools;
- Middle schools;
- High schools;
- Young Adult Programs; and
- Central Office departments.
-

Resource Code: Multiple funding resources across the District.
These agreements are **not funded through a single centralized resource**. Rather, individual school sites and District departments determine their operational needs and utilize their own budgeted funding sources to procure copier equipment and related services through the master agreements.

Approval of these master agreements does **not obligate the District to expend the full not-to-exceed amount**. The agreements establish authorized purchasing vehicles that provide access to competitively negotiated pricing and terms. Actual expenditures will vary based on school site and departmental needs, available budget resources, program priorities, and operational demand throughout the contract term.
The use of master piggyback agreements enables the District to leverage competitively established pricing, reduce administrative burden, improve procurement efficiency, and provide schools and departments with timely access to essential equipment and services while maintaining compliance with applicable public procurement requirements

Funding Source

Various District-wide accounts

Attachment

- Resolution No. 2526-0221 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Toshiba America Business Solutions Properly Entered Into Through Region 4 ESC-TX
- Piggyback Agreement Between Toshiba America and Oakland Unified School District
- Region 4 ESC and Toshiba America Signed Bid Contract

RESOLUTION OF THE
BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT

Resolution No. 2526-0221

- District - Piggyback - Toshiba America Business Solutions for Digital Workspace Solutions - Talent/Human Resources Department -

WHEREAS, Public Contract Code section 20118 ("section 20118") permits a school district, "without advertising for bids," to contract with "any public corporation or agency, including any county, city, town, or district, to . . . purchase materials, supplies, equipment, . . . and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the . . . purchases from a vendor" if the school Board determines it to be in the "best interests of the district";

WHEREAS, section 20118 further permits a school district to contract with a vendor that has an existing contract with another public corporation or agency "under the same terms that are available to the public corporation or agency under the existing contract";

WHEREAS, on October 30, 2024, Region 4 Education Service Center (ESC)-TX solicited bids under Bid #R24-12 for Digital Workspace Solutions;

WHEREAS, Toshiba America Business Solutions submitted a bid and was one of several vendors awarded the contract on June 1, 2025 through May 31, 2030 ("Agreement") and;

WHEREAS, The bid became eligible as a piggyback contract and the District was alerted to the opportunity through OMNIA Partners' cooperative purchasing program, which leverages competitively solicited and publicly awarded contracts to provide exceptional savings to public sector agencies across the country.

NOW, **THEREFORE**, **BE IT RESOLVED**, the Board of Education ("Board") finds that the Agreement was properly bid, awarded, executed, and approved based on the representations of Toshiba and Region 4 ESC and the documentation provided to OUSD by the same, all of which are incorporated herein by reference; and

BE IT FURTHER RESOLVED, the Board declares that it is in the best interest of the District to contract with Toshiba America and hereby accepts the offer of contract with Toshiba pursuant to the same terms and conditions found in the Agreement up to a fiscal year not-to-exceed amount of $500,000 per fiscal year through May 31, 2030, and approves the Piggyback Agreement with Toshiba America Business Solutions.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 24th day of June, 2026, by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

AYES:

NOES:

ABSTAINED:

RECUSED:

ABSENT:

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on June 10, 2026.

Legislative File	
File ID Number:	26-1464
Introduction Date:	6/10/2026
Enactment Number:	
Enactment Date:	
By:	

OAKLAND UNIFIED SCHOOL DISTRICT

_____

Jennifer Brouhard
President, Board of Education

_____

Denise G. Saddler
Superintendent

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PIGGYBACK AGREEMENT

This Piggyback Agreement ("Piggyback") is entered into this 24th day of June, 2026 ("Effective Date") by and between the Oakland Unified School District ("OUSD") and Toshiba America Business Solutions, Inc. ("VENDOR", together with "OUSD," "PARTIES").

WHEREAS, VENDOR is part of and subject to that certain Region 4 Education Service Center (ESC) Contract/Agreement #R241204 for Digital Workspace Solutions ("Agreement") by and between VENDOR and Region 4 Education ESC-TXt;

WHEREAS, VENDOR wishes to provide to OUSD with products and/or services subject to the Agreement and as set forth herein;

WHEREAS, OUSD desires to obtain such products and/or services from VENDOR subject to the Agreement and as set forth herein;

WHEREAS, Public Contract Code section 20188 allows OUSD to "piggyback" on an existing contract without OUSD needing to separately bid the contract so long as (i) the OUSD Board of Education determines that it in the best interest of the District and (ii) the contract was properly bid, awarded, executed, and approved; and

WHEREAS, the OUSD Board of Education has determined that it is in the best interest of OUSD to piggyback on the Agreement and VENDOR represents that the Agreement was properly bid, awarded, executed, and approved.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the PARTIES agree as follows:

1. **Incorporation.** This Piggyback incorporates herein by reference the Agreement as if fully set forth herein and gives the Agreement thereto full force and effect as between OUSD and VENDOR.

2. **Pricing.** VENDOR agrees to supply to OUSD those products and services as set forth in the Agreement. The compensation under this Piggyback shall not exceed $500,000 per fiscal year.

3. **Term and Termination.** This Piggyback will be effective for the Term as set forth in the Agreement; through May 31, 2030. Either party may terminate this Piggyback without cause by providing the other party with thirty (30) days prior written notice.

4. **Payment Terms.** VENDOR shall submit to OUSD on a monthly basis an invoice for all purchases. Invoices are due sixty (60) days from the date of invoice. VENDOR shall have the right to establish the credit limit of OUSD and VENDOR shall have the right to lower such credit limit or refuse to ship any orders if at any time; (a) OUSD is delinquent in

making payments to VENDOR, or (b) in VENDOR's reasonable opinion, OUSD's credit standing becomes impaired or reasonably unsatisfactory to VENDOR.

5. **Notices.** All notices, requests, demands, and other communications under this Piggyback shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

If to VENDOR:
Toshiba America Business Solutions
25530 Commercentre Dr.
Lake Forest, CA 92630
Attn: Larry White, President & CEO

With a copy to:
Toshiba America Business Solutions
25530 Commercentre Dr.
Lake Forest, CA 92630
Attn: Office of the General Counsel

If to OUSD:
Oakland Unified School District
900 High Street
Oakland, California 94601
Attn: Procurement

With a copy to:
Oakland Unified School District
1011 Union Street, Site 946
Oakland, California 94607
Attn: Office of the General Counsel

6. **W-9 Form**. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

7. **All Documents Publicly Posted**. This Piggyback, its contents, and all incorporated documents are public documents and/or will be made available by OUSD to the public online via the Internet.

8. **Incorporation of Recitals and Exhibits**. Any recitals and exhibits referenced in or attached to this Piggyback are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Piggyback, the terms and provisions of this Piggyback shall govern.

9. **Litigation**. This Piggyback shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Piggyback.

10. **Signature Authority**. Each PARTY has the full power and authority to enter into and perform this Piggyback, and the person(s) signing this Piggyback on behalf of each PARTY has been given the proper authority and empowered to enter into this Piggyback.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Piggyback and to be bound by its terms and conditions:

VENDOR

Name: Tobin Bannister Signature: 

Position: President - West Region Date: 3.17.2026

OUSD

Name: Jennifer Brouhard Signature: _____

Position: Board President Date: _____

Name: Denise Saddler Signature: _____

Position: Superintendent Date: _____

Digital Workspace Solutions
Executive Summary

Lead Agency: Region 4 Education Service Center

Solicitation: 24-12

RFP Issued: October 30. 2024

Pre-Proposal Date: November 14, 2024

Response Due Date: December 12, 2024

Proposals Received: 5

Awarded to: Dex Imaging, Konica Minolta, Kyocera Document Solutions, Toshiba America, Xerox Corporation

The Region 4 Education Service Center Department of Procurement issued RFP 24-12 on October 30, 2024, to establish a national cooperative contract for Digital Workspace Solutions

The solicitation included cooperative purchasing language in Sections Section I Scope of Work (National Contract)

*The Region 4 Education Service Center (ESC), as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses we notified of the Request for Proposal.

On December 12, 2025, proposals were received from the following offerors:

- Dex Imaging, LLC
- Konica Minolta Business Solutions U.S.A., Inc.
- KYOCERA Document Solutions America
- Toshiba America Business, Inc.
- Xerox Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with (Dex Imaging, Konica Minolta, KYOCERA, Toshiba and Xerox proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses

The Region 4 ESC, OMNIA Partners and the following offerors successfully negotiated a contract: (Dex Imaging, Konica Minolta, KYOCERA, Toshiba and Xerox. Region 4 ESC executed the agreements, each with a contract effective date of June 1, 2025.

Contract includes: The suppliers provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial five-year agreement from June 1, 2025 through May 31, 2030 with the option to renew for five (5) additional one-year periods through May 31, 2035.

Pricing/Discount:

Refer to awarded Suppliers' dedicated microsite for pricing.

Region 4 Education Service Center

Contract # R241204

for

Digital Workspace Solutions

with

Toshiba America Business Solutions

Effective: June 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and Toshiba America Business Solutions effective June 1, 2025:

I. Vendor contract and Executed Offer and Signature Form
II. Supplier's Response to the RFP

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of February 25, 2025, y and between Toshiba America Business Solutions "**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Digital Workspace Solutions ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 24-12 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, 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 below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of **five 5) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **five (5) years in one-year increments** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference. **Refer to Deviation Form**

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract,
   ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
   iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
   iv. RFP and any Addenda,
   v. Region 4's Electronic Bid Certifications,
   vi. Offeror's Best and Final Offer, as accepted by Region 4, and
   vii. Offeror's proposal, as accepted by Region 4.

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.). **Refer to Deviation Form**

8) Novation. If Contractor 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. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. 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 Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "NON-PERFORMANCE / TERMINATION OF CONTRACT".

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred. **Refer to Deviation Form**

d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "FORCE MAJEURE". **Refer to Deviation Form**

e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4. **Refer to Deviation Form**

12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "LICENSES AND PERMITS; PERFORMANCE".

13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "SURVIVAL".

14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material. **Refer to Deviation Form**

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term. **Refer to Deviation Form**

18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".
Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. It shall be up to the end user whether to accept the substitution or not. **Refer to Deviation Form**

19) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

20) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

21) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4. **Refer to Deviation Form**

22) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

23) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.

24) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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. This requirement is in addition to other provisions contained in this RFP related to criminal history information.

25) Safety measures. Contractor 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. Contractor shall post warning signs against all hazards created by its 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.

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

27) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

28) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract. **Refer to Deviation Form**

29) **INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS. Refer to Deviation Form**

30) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

31) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

32) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

REGION 4 EDUCATION SERVICE CENTER
STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS

These Standard Terms and Conditions for Procurement Solicitations ("Terms and Conditions" or "General Terms and Conditions"); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER'S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same ("RFP") (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR'S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4's Electronic Bid Certifications; (6) VENDOR's Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR'S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

GENERAL TERMS AND CONDITIONS

1 PROPOSAL PREPARATION

.1 **Contract for Purchase**

The Contract(sometimes referred to as "Contract" or "Agreement") constitutes a binding contract between REGION 4 Educational Service CENTER ("REGION 4 ESC", "REGION 4" or "CENTER") and the VENDOR ("VENDOR"), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR'S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR'S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR'S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER'S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER'S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

.2 **Waiver of Preparation Costs and Claims**

By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against REGION 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

REGION 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by REGION 4 ESC.

.3 **Confidentiality**

Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term “CONFIDENTIAL” on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

.4 **Preparation Guidance**

A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR’s own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR s’ attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

2 STATEMENT OF INCLUSION/APPLICABILITY

These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

3 GENERAL TERMINOLOGY

Throughout this document, the terms “Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their management and staff."

The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

4 CONTRACT PERIOD

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

5 ADDENDUMS

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review https://region4esc.ionwave.net to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

6 CHANGES AND AMENDMENTS

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC’s Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

7 REQUESTS FOR EXPLANATION/INTERPRETATION

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR'S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

8 SPECIFICATIONS

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item s VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

9 CONTRACTOR'S RESPONSIBILITY

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.
- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

10 SUBCONTRACTORS

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

11 INSURANCE REQUIREMENTS

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

.1 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.
.2 All of VENDOR'S insurance coverage shall be primary and non-contributory.
.3 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies.
.4 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.
.5 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.
.6 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.
.7 Casualty Insurance and Securities-Minimum Requirements:
   a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.
   b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - $1,000,000; Aggregate - $2,000,000
   c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:
   d. Bodily Injury and Property Damage Combined Single Limit: $1,000,000
   e. Umbrella Liability Insurance (Excess): $1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

12 PROPOSAL EVALUATIONS AND AWARDS

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,[1] REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the VENDOR or the VENDOR'S ultimate parent company or majority owner:
    - has its principal place of business in this state; or
    - employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

[1] As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319.

13 QUANTITIES

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

14 PRICING/ESCALATION/DE-ESCALATION

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

15 TAX

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

16 WITHDRAWALS OR MODIFICATION OF PROPOSAL

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR's representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP included with this proposal invitation.

17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR'S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

18 CONTRACTS AND PURCHASE ORDERS

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

19 NON-PERFORMANCE/TERMINATION OF CONTRACT

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does not carry out the provisions of this Agreement in its true intent and meaning as specified in the scope of work and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement , the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled “Funding Out Clause.”
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC’s right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within ten (10) business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

20 FORCE MAJEURE

The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

21 NON-COLLUSION CERTIFICATION

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

22 NO ASSIGNMENT

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS

.1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.

.2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.

.3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.

.4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.

.5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal.

.6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

.7 The VENDOR 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 the submitted bid.

.8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

.9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.

.10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.

.11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.

.12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.

.13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.

.14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.

.15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.

.16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.

.17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor’s email address provided in the Vendor’s response to the RFP or at such other email address provided by Vendor.

24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

THE DUTY OF VENDOR TO INDEMNIFY AND HOLD REGION 4, ITS EMPLOYEES AND AGENTS HARMLESS SHALL NOT APPLY ANY BREACH OF INTELLECTUAL PROPERTY RIGHTS DUE TO EQUIPMENT OR SOFTWARE BEING MADE OR MODIFIED BY REGION 4, OR REGION 4'S REQUESTED SPECIFICATIONS OR DESIGNS; OR EQUIPMENT / SOFTWARE BEING USED OR SOLD IN COMBINATION WITH EQUIPMENT, SOFTWARE, OR SUPPLIES NOT PROVIDED BY VENDOR

26 DISPUTES/VENUE/ATTORNEYS' FEES

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

27 WAIVER

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

28 INTERPRETATION – PAROLE EVIDENCE

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and

opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

29 RIGHT TO ASSURANCE

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (30) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30 FUNDING OUT CLAUSE (NON-APPROPRIATION)

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

31 RELATIONSHIP OF PARTIES

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

32 INTELLECTUAL PROPERTY

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

33 RIGHT TO AUDIT

REGION 4 ESC reserves 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. REGION 4 ESC shall have the authority to conduct random audits of VENDOR'S pricing that is offered at REGION 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that REGION 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement; REGION 4 ESC shall have the ability to conduct an extensive audit of VENDOR'S pricing at VENDOR'S sole cost and expense. REGION 4 ESC may 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 4 ESC.

34 PROPOSAL ACCEPTANCE

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

35 PAYMENT

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

36 LAWS AND REGULATIONS

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

37 LAW AND WAGE RATES

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

38 DAMAGES

The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

39 VENDOR ASSURANCE

The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

40 VENDOR EXPERIENCE

The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

41 PROPRIETARY INFORMATION OR TRADE SECRETS

If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

42 SURVIVAL

Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR and REGION 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

43 SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

44 EDUCATIONAL RECORDS

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

45 CENTER'S CONFIDENTIAL INFORMATION

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

46 INVOICING AND PAYMENT

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

.1 One invoice shall be submitted per CENTER Purchase Order.

.2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.

.3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
.4 Invoice shall reference the CENTER Purchase Order Number.
.5 Invoice shall be in duplicate.
.6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER
.7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
.8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
.9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE

.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, TO THE EXTENT SUCH CLAIMS RISE DIRECTLY OUT OF THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING IN WHOLE OR IN PART FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**

Region 4 shall provide written notice of any claim or action and allow vendor to select attorneys of its own choice to appear and defend the claim or action. vendor shall be responsible for its equitable share of any claims, liabilities, judgments, costs, and expenses based on vendor's relative culpability.

To the extent authorized by the law and constitution of the State of Texas, shall be not liable for any indirect, special, incidental, consequential damages, including without limitation loss of profits, or punitive damages whether based on contract, tort, or any other legal theory and irrespective of whether Contractor has notice of the possibility of such damages.

Vendor's total liability to Region 4 and its Administrators for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, shall not, in the aggregate, exceed the amount actually paid to Vendor under the Agreement.

.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

.3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.

.4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.

.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

.6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement

under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

48 QUALITY, WARRANTY, AND SUBSTITUTIONS

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

.1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;

.2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;

.3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;

.4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;

.5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;

.6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;

.7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and

.8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.

.9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

49 LICENSES AND PERMITS; PERFORMANCE

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR

must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

50 SUPPORT

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

51 NO WAIVER OF BREACH

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

52 NO WAIVER OF IMMUNITY

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

53 PRODUCT RECALLS

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

54 TEXAS HAZARD COMMUNICATION ACT

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is

submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

55 HAZARDOUS MATERIALS

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

56 TEXAS PUBLIC INFORMATION ACT

.1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.

.2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.

.3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."

.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.

.5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

.6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.

.7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

57 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

58 NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or

addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

59 NON-EXCLUSIVITY

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

60 INTELLECTUAL PROPERTY

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

61 INDEBTEDNESS

VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

62 FEDERAL GRANT REQUIREMENTS

.1 All contracts under federal awards must meet federal, state and local requirements.

.2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.

.3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).

.4 All services shall be completed during the effective dates of the Agreement.

.5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.

.6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.

.7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.

.8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.

.9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.

.10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).

.11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

.12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 (“EDGAR”), mandatory standards and

policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC's Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women's business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

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OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications, and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name: Toshiba America Business Solutions, Inc.

Address: 25530 Commercentre Drive

City/State/Zip: Lake Forest, CA 92630

Telephone No.: 949-462-6000

Email Address: gem@tabs.toshiba.com

Printed Name: Larry White

Title: President and CEO

Authorized signature:

Corrected "s" Initial

Accepted by Region 4 ESC:

Contract No. R241204

Initial Contract Term 6/1/2025 to [redacted] 5/31/2030

Region 4 ESC Authorized Board Member — 2/25/2025 Date

Linda Tinnerman
Print Name

Region 4 ESC Authorized Board Member — 2/25/2025 Date

Victor E. White
Print Name

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DEVIATION FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:
(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
1) / 1	Term of Agreement	Administrative fees shall be honored up to the date of termination.	Initial
3) / 1	Form of Contract	We have included copies of Toshiba's standard Lease agreements, TELP, Managed Print Services Agreement (MPSA), and Master Software Services Agreement (MSSA) that will be used when establishing a contract with an individual Member.	Initial
7) / 2	Assignment of Contract	Note that Toshiba reserves the right to assign leases to funding partners. Notwithstanding assignments of leases, Toshiba shall retain the obligations for performance of maintenance and services.	Initial
Region 4 Std Terms – Section 19/ Page 7 and Section 7/ Page 2	Termination	Toshiba agrees that Region 4 ESC may terminate the Agreement for Toshibas material breach. However, this cancellation provision does not pertain to any leased equipment installed prior to Region 4 ESC's termination notice. In the event Region 4 ESC terminates the	Initial

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Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		Agreement, individual Region 4 ESC Member lease equipment placements will continue until their scheduled expiration date, and continue to be governed by, and be subject to, the terms and conditions of Lease Agreement between the Region 4 ESC member and Toshiba. Toshiba also acknowledges a Region 4 ESC Member's right to terminate the Agreement due to Toshiba's failure to provide the contracted Services, provided the Region 4 ESC Member notifies Toshiba in writing of the specific performance shortfall, and allows Toshiba 60-calendar days, or other period as agreed to by the parties in writing, to correct the performance failure to the contracted specification.	Initial
11) c) / 3	Delivery/Service Failure	Toshiba equipment deliveries can normally be expected within two to three weeks following the receipt of a Region 4 ESC Member's equipment/purchase order, except during times of product constraint. Toshiba will inform the Region 4 ESC Member if a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the Region 4 ESC Member can cancel the order without penalty to either party. Toshiba agrees that it will be responsible for any additional costs incurred by a Region 4 ESC Member if Toshiba fails to deliver the requested service(s) in a timely manner, providing the Region 4 ESC Member notifies Toshiba in writing of the performance failure and provides Toshiba 60-days to correct the performance failure. If the performance shortfall is not corrected to the contracted specification within the agreed upon timeframe Toshiba will either issue a check or issue a separate credit invoice to offset any non-Monthly Minimum Charge. Pending correction of the failure, the Region 4 ESC Member	Initial

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Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		is expected to pay all undisputed amounts, including the Monthly Minimum Charge, which is not subject to dispute at any time.	Initial
11) d) / 3	Force Majeure	Toshiba agrees that neither party will be in breach of their performance obligations if a force majeure event prevents the party from fulfilling its obligations. The Region 4 ESC Member's services payment obligation will be suspended with respect to any equipment that is rendered inoperable during a force majeure event if Toshiba is prevented from providing maintenance services. The services payment suspension will continue until the end of the force majeure event or until Toshiba restores the equipment to operating condition. If services payment is suspended, the term of the Contract will be extended for a period equal to Region 4 ESC's payment suspension. Equipment Lease payments shall not be suspended.	Initial
11)e) / 3	Standard Cancellation	Toshiba recognizes a Region 4 ESC Member's right to terminate the Agreement for its convenience due to a change in its business needs. However, the Toshiba offer is based on a firm equipment installation commitment that cannot be terminated without penalty except for fiscal-year funds non-appropriation or an uncured Toshiba default. Cancellation for any other reason will result in liquidated damage. Cancellation under this provision shall not apply to any orders received by Toshiba prior to the expiration date of the Contract. Individual leases for equipment delivered and accepted prior to any termination or cancellation, may not be cancelled without penalty until expiration of the Lease Agreement.	Initial
15) / 4	Inspection & Acceptance	Unless the delivery is preceded by a Trial order, the equipment will be deemed accepted on the equipment installation date, which is the date	Initial

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Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		Toshiba determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the Region 4 ESC Member's use. The Installation Date for equipment and software designated as "Customer Installable" will be the equipment delivery date. Any equipment that does not perform to its published specification will be repaired or replaced by Toshiba at its expense, provided the equipment is covered by a Toshiba warranty or maintenance plan. Any equipment that needs to be replaced will be replaced with an identical model, or at Toshiba's option a unit with similar capabilities, and comparable usage.	Initial
17) / 4	Price Adjustments	Toshiba agrees with the last sentence of this provision providing Region 4 ESC is procuring the identical items in the same or greater quantities under the same terms and conditions. Price reductions resulting from this provision shall only apply to orders received after the effective date of the price reduction.	Initial
18) / 4	Audit Rights	Audits shall not be performed more frequently than once per year.	Initial
21) / 5	Warranty Conditions	Warranty Conditions (applicable to outright purchase): Toshiba provides warranty by way of a monthly billed maintenance agreement. Maintenance agreements commence upon installation of the equipment. Toshiba will repair or replace defective parts or equipment at Toshiba' expense as long as the equipment is being maintained by Toshiba under a maintenance agreement. If the maintenance agreement is cancelled or it is not renewed Toshiba' obligation to repair or replace equipment ceases. Warranty Conditions (applicable to lease): Toshiba provides warranty by way of a monthly billed maintenance agreement, which is a mandatory part of the	Initial

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Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		monthly lease payment. Maintenance agreements commence upon installation of the equipment. Toshiba will repair or replace defective parts or equipment at Toshiba' expense for the duration of the lease agreement. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TOSHIBA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES HEREIN, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE AND TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE PROVIDED "AS IS".	Initial
28) / 6	Funding Out Clause	Toshiba acknowledges the Region 4 ESC Member's right to cancel the Contract or an Order at the end of any fiscal year if their governing body does not appropriate funds for the Contract's or an Order's continuation. In order to terminate under this provision, Region 4 ESC will be required to send Toshiba written notice, within 30-days of its governing body's decision, stating that its governing body failed to appropriate funds and that the governing body was unable to find an assignee within its organization to continue the Agreement. The notice must certify that the canceled equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year and indicate that the decision to cancel the Agreement was not initiated by any individual involved in the Agreement's management or execution. The Region 4 ESC Member will be required to return the equipment to Toshiba in good working condition,	Initial

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Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		reasonable wear and tear accepted. The Region 4 ESC Member will then be released from its obligation to make any further payments beyond the end of the last fiscal year for which funds have been appropriated	Initial
29) / 8	Indemnity	Toshiba, to the extent permissible by law, submits the following with respect to indemnity: Toshiba shall defend, indemnify and hold harmless Region 4 ESC. against damages, claims, or legal actions and any loss, liabilities and expenses (including, but not limited to reasonable attorneys' fees) arising out of or resulting from any material defect or nonconformance in the goods or services purchased, or from any grossly negligent act or willful omission of Toshiba or its employees. Toshiba(s) will not be liable to the extent loss, liabilities, damages, costs and /or expenses are caused by Region 4 ESC, its members' or its employees' actions or omissions. IN NO EVENT SHALL VENDOR BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES. VENDOR'S ENTIRE LIABILITY IS LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED $100,000.00 IN THE AGGREGATE	Initial

24-12

Toshiba America Business Solutions, Inc.

Supplier Response

Event Information

Number: 24-12
Title: Digital Workspace Solutions
Type: Request for Proposal - OMNIA Partners
Issue Date: 10/30/2024
Deadline: 12/12/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

Contact Information

Contact: Crystal Wallace
Address: Procurement Department
7145 West Tidwell Road
Houston, TX 77092
Email: questions@esc4.net

Toshiba America Business Solutions, Inc. Information

Contact: Brigitte Holmdahl
Address: 25530 Commercentre Drive
Lake Forest, CA 92630
Phone: (800) 866-4361
Email: brigitte.holmdahl@tabs.toshiba.com
Web Address: www.business.toshiba.com

By electronically signing and submitting this proposal, the VENDOR and their authorized representatives affirm that they have thoroughly reviewed and fully understand the terms, conditions, requirements, and specifications outlined in this invitation for proposals. The VENDOR acknowledges that it is their responsibility to obtain any necessary clarifications or additional information prior to submission. The VENDOR certifies that all information provided is accurate and complete, and they accept full responsibility for any inaccuracies or omissions in their proposal. The digital signature signifies the VENDOR's commitment to abide by all stipulations of this proposal invitation. The VENDOR understands and agrees that submission of this electronic proposal constitutes acceptance of all terms and conditions contained herein, and no claims of error, omission, or misunderstanding will be entertained by the Center. The law provides no allowances for errors made by the VENDOR, and relief will not be granted based on a plea of ignorance or misunderstanding of the requirements.

Michael Torcaso
Signature

gem@tabs.toshiba.com
Email

Submitted at 12/12/2024 09:11:01 AM (CT)

Requested Attachments

Offer and Contract Form

Offer and Contract Signature Form_Signed.pdf

Complete, sign, and upload the Offer and Contract Signature Form, located on the Attachments tab. (REQUIRED)

Deviation Form

DEVIATION FORM_Toshiba.docx

Complete and upload the Deviation Form, found in the Attachments tab. *NOTE: Any and all Deviations to any term or condition found in this RFP must be noted on this form. (REQUIRED)

W-9 Upload

W-9 TABS 2024.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

Pricing

Toshiba Omnia Region 4 RFP 24-12 Final.xlsx

Provide your pricing as prescribed in the request for proposal and submit the completed file here. If uploading more than one Pricing file, select "New" under the "Other Response Attachments" section found lower on this webpage and upload as many documents as is necessary to properly describe your pricing.

Disclosure of Interested Parties form or Evidence of Exemption

Form 1295 Disclosure of Interested Parties_Toshiba.pdf

If you are required under statute to submit a Disclosure of Interested Parties form (1295 form), you must do so here. Section 6 must be completed in its entirety. Alternatively, if you are exempt under the statute, you must provide documentation affirming your exemption. (REQUIRED, see Attribute titled "DISCLOSURE OF INTERESTED PARTIES")

Exhibit A - Response for National Cooperative Contract

Exhibit A Response for National Coop Contract_Toshiba_FNL.pdf

Complete and upload your response to Exhibit A - Response for National Cooperative Contract. This upload should consist of a single document of the Proposer's own design that addresses all the information items requested in Exhibit A, 3.1 through 3.3.

Exhibit F - Federal Funds Certifications

Exhibit F- Federal Funds Forms-signed.pdf

Complete and upload your response to Exhibit F - Federal Funds Certifications. This upload should consist of a single document completed with all checkboxes, initials, signatures, and information fields filled in as appropriate.

Exhibit G - New Jersey Business Compliance

Exhibit G- NJ Business Compliance - signed.pdf

Complete and upload your response to Exhibit G - New Jersey Business Compliance. This upload should consist of a single document that is comprised of DOC #1 through DOC #10, with all checkboxes, initials, signatures, and information fields completed as appropriate.

Additional Requirements for Participating Agencies

Toshiba Agreements for Region 4 ESC.zip

If the Offeror will require individual agencies to complete any additional requirements or agreements outside of what is proposed and agreed to during this proposal solicitation, Offeror must submit such requirements or agreements as an uploaded file here. If uploading more than one file, select "New" under the "Other Response Attachments" section found lower on this webpage, and upload as many documents as is necessary to submit all additional requirements for participating agencies.

Value Added Services

No response

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

Conflict of Interest Questionnaire

No response

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

Diversity, HUB Certifications

No response

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

Response Attachments

Additional Bid Attachments_Toshiba.zip

Additional Toshiba bid attachments.

Bid Attributes

1	**CONTRACT DURATION** The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term. ☑ I certify compliance with this attribute.
2	**NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL** Martin Quinn, Director of Consortium Sales
3	**HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME** 25

4	**WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?** 53899
5	**WHAT ARE YOUR BUSINESS HOURS?** Service and maintenance hours are 8:00 am to 5:00 pm local time, Monday through Friday excluding recognized holidays. Toshiba's Dispatch Center operates during the hours of 5:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday excluding holidays to receive service calls and supply requests either online or using our toll-free telephone number.
6	**IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?** If Yes, type "YES". If No, describe your payment schedule in the field provided. Toshiba's standard payment terms are 30 days from the date of the invoice.
7	**WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?** Provide your answer in number of DAYS after receipt of order (ARO). Toshiba equipment lead time is typically 15 to 30 days after receipt of the order.
8	**ACCOUNT MANAGER NAME** Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal. Martin Quinn, Director of Consortium Sales
9	**ACCOUNT MANAGER EMAIL** martin.quinn@tabs.toshiba.com
10	**ACCOUNT MANAGER PHONE** (240) 731-9962
11	**PAYMENT REMITTANCE ADDRESS** 25530 Commercentre Drive, Lake Forest, CA 92630
12	**PAYMENT REMITTANCE PHONE** (949) 462-6000 x6424
13	**CONTRACT/PURCHASE ORDER/QUOTE EMAIL** Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com. kristie.leivas@tabs.toshiba.com
14	**CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE** If applicable, please provide a fax number to send orders and quote requests.

15 **REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE**

Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.

RFP 24-12 or assigned contract number.

16 **COMPANY WEBSITE ADDRESS, IF APPLICABLE**

https://business.toshiba.com

17 **HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?**

In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

TABS was advised by the Contract Manager at OMNIA Partners that the RFP had been posted to the OMNIA Partners Solicitations website.

18 **REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

State of Connecticut 450 Columbus Boulevard Hartford, Connecticut 06103 Contact: Nora Sinkfield, Contract Specialist Phone: 860-713-5080

19 **REFERENCE 1 EMAIL**

Nora.Sinkfield@ct.gov

20 **REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Navy Federal Credit Union 3199 Navy Federal Way Pensacola, Florida, 32526 Contact: Michael Walk, Business Systems Analyst Phone: 850-572-3819

21 **REFERENCE 2 EMAIL**

michael-p-walk@navyfederal.org

22 **REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

University of Central Florida 4000 Central Florida Blvd Orlando, Florida 32816 Contact: Cissy Johnson, Copier Services Support Phone: 407-823-5072

23 **REFERENCE 3 EMAIL**

cissy.glowth@ucf.edu

24 **THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.**

California

25	**RECIPROCITY** For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank. *No response*
26	**PARTIAL AWARD ACCEPTANCE** REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors. ☑ I understand.
27	**PURCHASE ORDER POLICY** REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order. ☑ I understand.
28	**ADDENDA NOTIFICATIONS** Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration. ☑ I understand.
29	**GENERAL TERMS AND CONDITIONS** Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations. ☑ I certify compliance with this attribute.
30	**DEVIATIONS TO TERMS AND CONDITIONS** Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form. ☑ I certify compliance with this attribute.

31 **FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Non-Felon - person/owner IS NOT a convicted felon

32 **NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

33 **CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity ***and*** have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

34 **HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

35

DISCLOSURE OF INTERESTED PARTIES

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:
- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
  - *the value of the contract cannot be determined at the time the contract is executed; and*
  - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

☑ I certify compliance with this attribute.

36

CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

37

ENTITITES THAT BOYCOTT ISRAEL

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

38

FOREIGN TERRORIST ORGANIZATIONS

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

39

FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

40

ENERGY COMPANY BOYCOTT PROHIBITED

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

41

CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

42

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

OPTION B - Proprietary information marked

43

CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

44 CONTRACTING INFORMATION

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

45 ANTI-TRUST CERTIFICATION STATEMENT

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

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

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

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

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

☑ I certify compliance with this attribute.

46 FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), 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.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC 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.*

☑ I certify compliance with this attribute.

47

FEDERAL RULE (B) - TERMINATION CONDITIONS

(B) 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 (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*

☑ I certify compliance with this attribute.

48

FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY

(C) 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.”

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

*Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

☑ I certify compliance with this attribute.

49	**FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT** **(D)** 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 (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
50	**FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** **(E)** (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 (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
51	**FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** **(F)**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 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 (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

52

FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT

(G) The 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).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

*Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.*

☑ I certify compliance with this attribute.

53

FEDERAL RULE (H) - DEBARMENT AND SUSPENSION

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

*Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

☑ I certify compliance with this attribute.

54

FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT

(I) (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 (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

55

FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

56 **FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT**

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

57 **FEDERAL RULE (L) - BUY AMERICAN PROVISIONS**

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

58 **FEDERAL RULE - REQUIRED AFFIRMATIVE STEPES FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

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; and
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.

☑ I certify compliance with this attribute.

59

FEDERAL RULE - FEDERAL RECORD RETENTION

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

60

FEDERAL RULE - PROFIT NEGOTIATION

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

61

FEDERAL RULE - SOLID WASTE DISPOSAL ACT

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 Sold 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 exceed $10,000; procuring sold 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 this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

62

APPLICABLITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

63

COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☑ I certify compliance with this attribute.

64 INDEMNIFICATION

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

65 EXCESS OBLIGATIONS PROHIBITED

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

66 SUSPENSION AND DEBARMENT

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

67	**CHANGE IN LAW AND COMPLIANCE WITH LAWS** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.
68	**CREDITS, REBATES, AND DISCOUNTS** If a purchase results in credits, rebates, discounts, the vendor must provide CONTRACTING LEA with a refund of that amount, and all provided refunds must be accompanied by an itemized account of the refunds, with all items bearing the related the sales order, invoice number, or other identifying value from which the rebate, refund, or credit is derived. This includes processed USDA Foods products. Refunds accrued should be provided back to CONTRACTING LEA within one month of vendor's receipt. Not properly crediting back these monies may result in termination of the contract, as well as retainage of pending payments up to the sum of the rebates, credits, discounts, and USDA Foods values. CONTRACTING LEA reserves the right to audit the information necessary to determine the value of any pending credits due. ☑ I certify compliance with this attribute.
69	**ANTI-DISCRIMINATION CERTIFICATION** Vendor certifies that it shall be in compliance with Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities where applicable, which prohibits discrimination of all eligible program participants on the basis of age, color, disability, national origin, race, and gender. ☑ I certify compliance with this attribute.
70	**ADHERENCE TO HEALTH AND SAFETY CERTIFICATIONS, LICENSING, AND REGULATIONS** Vendor certifies it shall, as applicable, obtain, meet, or exceed all applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers. ☑ I certify compliance with this attribute.

71 **HACCP-BASED FOOD SAFETY PLAN**

Does your company implement a HACCP (Hazard Analysis Critical Control Point) based food safety plan? A HACCP Plan for your company should consist of policies and procedures related to the following topics:

1. Hazard analysis
2. Critical Control Points established and limits set
3. Planned procedures in place to correct processes when deviation may occur
4. Detailed and accurate record keeping
5. Verification procedures
6. Equipment installation and maintenance
7. Master cleaning and sanitation schedule
8. Orientation for all employees
9. Ongoing training on food safety and HACCP procedures
10. Separation of food and chemical products
11. Time/temperature monitoring
12. Refrigerated dock receiving and loading
13. Pest control

All food safety plan documentation and monitoring logs must be made available upon request.

If the answer to this question is No, vendor must plan to implement a HACCP-based food safety plan prior to start of contract, and such date must be provided in the SUPPLIER NOTES section of this proposal. Failure to implement this plan within 10 days of the contract start date may result in proposal disqualification or revocation of award.

If you are not bidding on food or beverage items, indicate by selecting "Not applicable - non-food items" from the options provided.

NON-APPLICABLE - NON-FOOD ITEMS

72 **Provide equipment manufacturer, equipment types and discounts off published list price.**

Toshiba multifunction devices, Lexmark laser printers, HP laser printers, Brother laser printers, HP wide format printers, KIP wide format printers/plotters, Brother scanners, Kodak Alaris scanners, Toshiba thermal printers, and Toshiba digital signage. Please refer to the Price Sheet for the specific makes and models and the discounts off MSRP.

73 **Define any freight charges.**

Freight is included in the pricing submitted.

74 **Describe how Offeror responds to emergency orders.**

Toshiba has a proactive approach to servicing assets by handling priority events first and identifying and responding to product system alerts before end users reach out to the Toshiba Dispatch Center. Priority is always given to any emergency call for a down machine that is affecting any critical operation of the customer’s business. Our local service facilities all maintain common repair parts and supplies locally. Also, each technician carries a standard car stock of parts on each call that is monitored daily. In the event of a shortage, we utilize a parts inventory network to locate parts at another location, or we have access to emergency overnight delivery of parts directly from local warehouses. Toshiba utilizes predictive analytics tools in order to anticipate service and maintenance needs. Toshiba’s Elevate Sky Service Remote Diagnostics Tool (eRDT) is one of the tools that our service technicians use to access their customer's fleet via a mobile or desktop device while taki

75 **What is Offeror's average Fill Rate?**

Toshiba's fill rate for hardware, parts and supplies is, on average, in the ninety percentile.

76	**What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.**

On average, Toshiba's on-time delivery is 15 to 30 working days. New equipment shipments are tracked by Toshiba's Account Specialist, who checks activity daily. Each product and parts order is assigned a tracking number and tracked by the Toshiba Shipping Department in an Oracle database. Each night the database is updated with the carrier tracking number, which we use to track the status of the shipment.

77	**Describe Offeror's return and restocking policy.**

Toshiba will not charge any return or restocking fees unless the product is ordered in error.

78	**Describe Offeror's ability to meet service and warranty needs.**

Toshiba warrants that its products will be, upon delivery, in new condition and free from defects in material and workmanship for 90 days after delivery. Toshiba's Full-Service Maintenance Contract is structured as an extended service plan that includes all break/fix services and routine maintenance commencing upon installation and acceptance and extends over the entire term of the contract. Toshiba also backs each of its products with our Toshiba Quality Commitment (TQC) Program that covers the following: FREE REPLACEMENT: If your Toshiba copier or its accessories do not operate within Toshiba's product specifications during the term of this program, and if the equipment cannot be repaired to perform within product specification, Toshiba will replace the copier or accessory at no charge with a model of equal or better features and specifications. FREE LOANER: If your copier is out of service for more than two (2) consecutive days (48 hours) after notifying us or requires off-site se

79	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Service technicians are available for maintenance and break/fix services from 8:00 am to 5:00 pm local time, Monday through Friday excluding holidays. Toshiba's Dispatch Center operates from 5:00 a.m. to 5:00 p.m. Pacific Time, to receive service and supply requests either online or using our toll-free number. Upon receipt of the service call, the Dispatch Center dispatches the service request to the appropriate service provider. They will enter the call into their system, assign the call to the service technician based on territory, and track the call to ensure that the work is completed within the required timeframe. They will follow up as necessary until the call is complete. Technicians also perform preventive maintenance according to manufacturer specifications. To ensure maximum uptime, Toshiba utilizes predictive analytics tools in order to anticipate service and maintenance needs. Using our Elevate Sky services, technical staff can proactively predict and resolve MFD issues,

80	**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

For lease billing, Toshiba can provide electronic invoicing in Excel format. For maintenance billing, Toshiba can provide a summary invoice and detailed supporting information in Excel format. The detailed information for each machine includes Model, Serial Number, IP address, Beginning and Ending reads by B&W and Color, and street address. Invoices for hardware and supplies are generated upon shipment on a per-order basis. We can also present a monthly consolidated invoice, which generates on the 25th of the month and includes the same level of detail as the single invoices. Maintenance invoices are generated on the 15th of each month and mailed on the 16th. When a device's first invoice is generated, we compare the invoice to the Member's purchase order to ensure that the invoice fields contain the correct information such as the device's serial number and current location. Further, we audit the invoice to ensure accuracy of pricing, authorized hardware and device configurations i

81 **Describe Offeror's contract implementation/customer transition plan.**

Toshiba's implementation/transition plan for Region 4 ESC/OMNIA Partners includes successful delivery, installation, acceptance, training and ongoing service and support. During initial planning, our Account Management Team will meet with Agency key personnel to draft an implementation plan and timeline. The transition takes place through a series of actions that include: • Initiating the account: Notifying Account Management Team members and internal and external stakeholders and confirming roles and responsibilities. • Planning the account: Identifying contract components, service level commitments and key metrics, and supply requirements. • Installing our data collection tool and setting up our web portal to request service and supplies. • Executing the account: Understanding the order and billing processes. • Controlling the account: An ongoing process of measuring, reviewing, improving, and communicating. For real time project updates, Toshiba utilizes advanced cloud application

82 **Describe the financial condition of Offeror.**

Region 4 ESC can be confident that Toshiba is financially stable and has the resources to support all of your contract requirements. We are part of the $3.7 billion-strong Toshiba Tec Corporation (TTEC), a leading provider of technology solutions, operating across multiple industries. The Workplace Solutions Business Group within TTEC, which handles multifunction devices and related printing products for domestic and overseas markets, continues to show strong growth from the previous year. They realized a significant increase in profit for the third consecutive year, resulting in a strong company-wide operating profit in FY23. Net sales for FY2024/Q1 was up 8.4% over FY2023/Q1 and net profit was up 2.3%. As demonstration of our financial condition, we provided a link below to Toshiba Tec Corporation's latest Consolidated Financial Results for the Year Ended March 31, 2024: https://www.toshibatec.com/file/2024_3_statement.pdf TTEC's most recently published annual report, which include

83 **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

https://www.omniapartners.com/suppliers/toshiba/public-sector/contract-documents#c6187 Toshiba will continue to maintain a contract website designed specifically for OMNIA Partners/Region 4 ESC and their customers to provide them with an easy and convenient method to purchase or lease products for your members and request information. This website is also used to publish current Region 4 ESC pricing, contract documents, master agreement documents, lease documents, and other valuable information. There also is a link on our site to the OMNIA Partners website, where customers can register to become a Member.

84 **Describe the Offeror's safety record.**

Each Toshiba facility is responsible for recording and reporting their workplace safety performance in compliance with the US Occupational Health and Safety Administration (OSHA) and state and local safety regulations. Our safety performance information is considered to be confidential, and we do not disclose it publicly. Toshiba's safety policy is to maintain an effective Injury and Illness Prevention Program in order to provide a work environment which is as free as possible from recognized hazards. All employees, visitors and third parties shall comply with the safety and health requirements established by Toshiba. Toshiba has adopted the ISO 45001 occupational health and safety system at its copier and toner manufacturing companies to improve the health and safety issues related to each workplace and operation. Our parent company Toshiba TEC Corporation and six manufacturing group companies, as well as our Toner Products Division, have all obtained certification to the ISO 45001

85 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

Toshiba America Business Solutions Inc. (TABS) is a workplace solutions provider delivering an extensive portfolio of industry-recognized workflow and document management products for businesses of all sizes across the United States, Mexico, and Central and South America. We support the diverse needs of today's professionals through award-winning e-STUDIO™ multifunction devices, label and receipt printers, digital signage, managed print services, and cloud solutions. Headquartered in Lake Forest, California, TABS helps businesses and organizations transform the way they capture, manage, display and share information. We sell, service and support Toshiba and non-Toshiba branded technology. TABS is a privately-owned company of Toshiba TEC Corporation. TABS was incorporated in California in 1999. Before 1999, TABS was a division of Toshiba America Information Systems, Inc. Today, as the sales and marketing organization of Toshiba TEC, we excel in developing customized services and solu

86 **Describe Offeror's reputation in the marketplace.**

TABS has an outstanding reputation in the marketplace as a reliable provider of document management solutions, printing technology, and digital signage. We cater to a wide range of businesses, from small enterprises to large corporations and have been widely recognized for our innovation, leadership, and technological excellence. Key aspects of our reputation include: Technological Innovation: Recognized for eco-conscious products which includes multifunction devices with advanced features such as cloud integration, security, and energy efficiency. Reliability and Quality: Businesses value Toshiba products for their durability and consistent performance, making them a trusted partner in office environments. Customer Support: Commitment to customer satisfaction, offering robust after-sales service, training, and maintenance programs. Sustainability Leadership: Environmental initiatives, including recycling programs and energy-efficient products. Partnership and Customization: Strong

87 **Describe Offeror's reputation of products and services in the marketplace.**

Toshiba is known for producing high-quality multifunction devices and other imaging devices, particularly for business and enterprise environments. Key points regarding Toshiba's product and service reputation: 1. Quality and Reliability - Toshiba MFDs are considered reliable and durable, built to handle high-volume printing and copying tasks. 2. Advanced Features - Toshiba MFDs come with innovative features such as high-resolution printing and scanning, user-friendly features; mobile printing capabilities, energy-efficient modes and sustainable technologies, and strong security features 3. Cost-Effectiveness - Toshiba’s MFDs are competitive in terms of pricing, with options for businesses of various sizes and budgets. Toshiba has been recognized for our product performance, technical achievement, and business efficiency by respected organizations and industry analysts. We have received more than 200 industry awards from such respected organizations as Newsweek, Forbes, Fortune, CIO

88 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who us authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

TABS has a direct and dealer/reseller structured that we will continue to use to market and fulfill the requirements of this contract. The Authorized Dealer List (submitted) is updated on monthly basis to ensure completeness and accuracy. This includes updates to the points-of-contact. Toshiba requires all dealers/resellers to sign a Reseller Agreement to ensure compliance with the terms and conditions of the contract and provide TABS with updated financials on an annual basis. They also must maintain a favorable credit rating with Toshiba to participate in the contract. Any issues regarding wins/losses/contractual issues are discussed and documented during their Monthly Business Review. In selecting dealers/resellers for our program, they must meet specific company criteria as they relate to corporate governance, goodwill, metric performance, financial strength, employee satisfaction, and customer satisfaction. Service Providers are subject to flow down terms and conditions and service level agreements (SLAs) for the applicable contract on which they are engaged with Toshiba. Once a prospective dealer/reseller has reviewed and agreed to the terms and conditions for participation set forth in the Toshiba National Account Program and submitted the required documents, Toshiba’s Executive Sales Team will review the documents and determine whether authorization to participate as a Toshiba authorized dealer/reseller will be granted. We currently have a network of over 300 direct and independent service providers throughout the U.S., providing the best range of services, a flexible part supply system, fast and efficient on-site maintenance and support, and overall high quality service performance. We have uploaded our Dealer List that contains our service providers who are authorized to sell under the proposed contract to the Value Added Services tab on the Region 4 ESC IONWAVE website.

89 **Describe the experience and qualifications of key employees.**

Martin Quinn, Director of Consortium Sales: Over 30 years of experience on major accounts in the office automation industry. Manages the current Region 4 ESC/OMNIA Partners contract. Kirk Pierson, VP of FED/SLED & Sales Administration: Over 25 years of industry experience in management, sales, service, and administration Mike McKinley, Regional Sales Manager: Over 30 years of sales management experience in the private and public sectors. Dan Woolly, Regional Sales Manager: Over 25 years of federal, state, and local government sales management experience. Scott Frei, Regional Sales Manager: Over 22 years of industry experience supporting major accounts including GPOs. William (Bill) Imbesi, Regional Sales Manager: Over 40 years of industry experience and in various markets. Tim Devitt, Director of Client Services: Over 30 years of experience in the document industry. Certified Novell Administrator. Heather Chudzinski, Enterprise Solutions Consultant: Over 20 years of experience in the

90 **Describe Offeror's experience working with the government sector.**

The public sector is one of Toshiba's core vertical markets, where we have been competing at all levels – national and regional cooperatives, state and local government, K-12 schools, higher education, and non-profit organizations, for over 40 years. Sales into these markets represent nearly 30% of TABS' total sales. In addition to Region 4 ESC/OMNIA Partners, Toshiba sells competitively to cooperative purchasing organizations that include NASPO ValuePoint, Texas Department of Information Resources, Sourcewell, The Interlocal Purchasing System, Educational Services Commission of New Jersey, Massachusetts Higher Education Consortium, Erie 1 BOCES, Commonwealth of Pennsylvania Cooperative Purchasing, and King County Director's Association, in all cases delivering tremendous value and cost savings to their participating members. Toshiba also has a Multiple Award Schedule contract from the General Services Administration. Statewide contracts include the states of Minnesota, Ohio, Georgia,

91 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Nothing to report.

92 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Toshiba has significant expertise in providing reliable and secure solutions that meet the specific needs of government agencies, educational institutions, and other public entities. Toshiba products are equipped with advanced security features that protect private and sensitive information, important for public sector organizations documents. Our products are also equipped with management utilities that assist agencies keep compliant with ever-increasing government regulations. We assist in keeping organizations and businesses compliant with ever-increasing government regulations such as The Health Insurance Portability and Accountability Act (HIPAA), The Gramm-Leach-Bliley (GLB), The Family Education Rights and Privacy Act (FERPA), The Sarbanes-Oxley Act (SOX), and many others.

93 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

94	**Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**
	In addition to our award-winning multifunction products, we offer a portfolio of specialty products and services that include managed digital signage, retail kiosks barcode and thermal printers and point-of-sale systems. As a leading technology corporation, we have distinct advantages in customizing our program for participating entities. This is important because every engagement consists of unique challenges and opportunities. Managed Print Services: Under our Managed Print as a Service (MPaaS) Program, we offer customers a comprehensive program of on-site service and supplies for over 1,000 models of printers. By creating a single point of accountability for service, supplies, and billing we give you complete control over all printer operations and transactions. Toshiba holds strategic partnerships with leading manufacturers such as Brother, Lexmark, HP, Kodak Alaris, Fujitsu, KIP America, and others. Thermal Barcode Printers: Not only is Toshiba a world leading MFP/copier manufacturer, but we are one of the largest Thermal Printer manufacturers in the world, providing clients with ultra-reliable mission critical barcode label printing solutions for over 30 years. Toshiba's thermal barcode printers are engineered to provide organizations with the lowest cost of ownership along with the maximum amount of uptime and productivity in the industry. Digital Signage: Toshiba’s Ellumina Digital Signage Services are fully managed content and communication solutions that deliver your message to a targeted audience at the right place and at the right time. Our program includes indoor and outdoor digital displays, video walls, interactive touch panels, QSR menu boards and custom-designed interactive experiences, all supported by powerful end-to-end technology platforms for managing content and product. Document Conversion and Imaging Services: Our offering to Region 4 ESC/OMNIA Partners includes enterprise backfile scanning and conversion services from our national partners. Services include a fully managed scanning service handled by certified industry experts for easy migration from paper without internal hassles, delays or high up-front costs. They can quickly turn your entire backlog of paper documents into digital images and data you can instantly access, securely share, better control and readily use in your downstream processes, existing line-of-business systems and Toshiba solutions. Toshiba also offers a suite of Toshiba and third-party software products that can drive greater visibility, accountability, productivity, security, sustainability, and cost savings throughout the entire enterprise while enhancing their business capabilities. These include the following capabilities: • Document Management and Workflow Solutions. Toshiba offers document management software, both cloud and on-premise, to manage, store, and automate workflows and create and manage forms electronically. Toshiba's workflow solutions digitizes and secures your information to move smoothly - anywhere, any device, any time. We also offer solutions for secure file exchange through fax or file transfers with confidence. Confidential information can be exchanged securely using recipient authentication and short-lived file storage. • Print Management Solutions. We off solutions to easily track, manage and secure print, copy and scan workflows. Advanced print management solutions leverage the capabilities of Toshiba and non-Toshiba devices to provide tracking and billing of "off the glass" copying, faxing, and scanning as well as secure release and "follow me" printing. The Toshiba MFP has built-in integration with print management software such as PaperCut and Pharos, using the MFP touch screen to provide a rich set of application features for walk-up copier, fax, and scan usage. • Intelligent Capture Solutions. With our capture and conversion technologies, your paper documents are rapidly and intelligently transform paper into digital files that becom

95	**Include a per diem rate.**
	Not applicable.

96	**For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.**
	After hours service may be available based on local service provider policy. Minimum charge and the minimum number of hours would be negotiated with the Participating Agency at the time of the request.

97	**Is pricing available for all products and services?**
	Yes.

98	**Describe any shipping charges (where applicable).**
	Standard shipping is included in our pricing.

99	**Provide pricing for warranties on all products and services.**
	Standard warranties are included in our pricing.

100 **Describe any return or restocking fees.**

Toshiba will not charge any return or restocking fees unless the product is ordered in error.

101 **Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

Toshiba participating providers can offer volume discounts to qualified government agencies. Discounts may be available based on the size and duration of the order.

102 **Describe how customers verify they are receiving Contract pricing.**

All orders under the awarded Region 4 ESC contract will require that the contract number be on documentation processed internally and linked to contract pricing prior to actual ordering and shipping.

103 **Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category**

discounts should not change over the term of the Contract.

Toshiba will usually update pricing when new or replacement products are introduced or refreshed, whenever there are cost increases in MSRP and manufacturing costs, tariffs, and/or lease rate factors. Toshiba generally reevaluates pricing twice per year.

104 **Describe how future product introductions will be priced and align with Contract pricing proposed.**

Prior to product introductions, Toshiba will submit to Region 4 ESC a request for review and approval of new and/or substituted products. Product introductions and/or substituted products will be in alignment or within scope of category awarded and also in alignment with awarded pricing and/or discount off MSRP. This would be pending any significant cost increases to Toshiba.

105 **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Toshiba engages many authorized resellers, several of whom are WMBE, SBE, VOSB, SDVOSB, or HUB certified business enterprises who we utilize in sales, service, and support to our numerous public and private sector clients. Toshiba remains the prime contractor and responsible for all Region 4 sales made by our authorized resellers. There is no price change when Toshiba uses these diversity resellers. Below is a partial list of authorized Toshiba's authorized resellers with small business classifications. Copies of their certificates can be supplied upon request. • Complete Office Technologies: HUB Enterprise • Dewitt Poth and Son: HUB Enterprise • Power Business Technology, LLC: Woman Owned Business Enterprise • Choice Technical Services Inc.: Disabled Veteran Enterprise • The Office Works: Small Business Enterprise While Toshiba is not a women, minority or small business entity, we can offer 2nd-tier diversity credits from our spend with diversity partners; in 2023, 75% of TABS' pur

106 **Minority Women Business Enterprise Certification**

If yes, list certifying agency.

None.

107 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

If yes, list certifying agency.

None.

108 **Historically Underutilized Business (HUB) Certification**

If yes, list certifying agency.

No response

109

Historically Underutilized Business Zone Enterprise (HUBZone) Certification

If yes, list certifying agency.

None.

110

Other recognized diversity certificate holder

If yes, list certifying agency

None.

111

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.

Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

To gain member participation, Toshiba will craft and implement specific marketing strategies and programs to effectively drive awareness and participation. Toshiba will formalize a marketing program, employing mediums such as Intranets, existing programs, marketing bulletins, targeted email blasts, webinars, Trade Show participation, etc. Additionally, Toshiba has various departments and personnel located in multiple sites across the country who provide sales, product, and marketing support. Toshiba's sales organization operating within each of Toshiba's local markets will execute a comprehensive marketing program for Region 4 ESC. Sales and marketing strategies will be further refined based on the unique attributes or requirements of each participating agency or customer. Our main goals are to: •Promote the advantages of Region 4 ESC/OMNIA Partners Program. •Maximize revenue generating potential. •Shorten the sales cycle. •Establish a single contract for the eligible agencies to utilize. •Deliver exceptional level of performance and customer satisfaction when compared to other choices in the marketplace. The Toshiba Sales Team works with our corporate Marketing Communications Department to advertise contract benefits to drive awareness of both Toshiba and participating agencies. Additionally, Toshiba has various departments and personnel located in multiple sites across the country that provide sales, product, and marketing support. The Toshiba Marketing Plan also includes registering and participating in local, regional, and state-wide conferences and trade shows and exhibits. Toshiba takes part in over six major trade shows each year targeting public school districts, state and local governmental entities and other public sector groups. The purpose of these conferences/trade shows is to assure appropriate understanding of our products and prices by our sales personnel and to answer questions specific to the Region 4 ESC/OMNIA Partners contract. In addition to Region 4 Education Service Center/OMNIA Partners, we have partnerships with regional and national cooperative purchasing organizations that include: • Sourcewell Contract for copiers, printers, and related business products and services • NASPO ValuePoint Cooperative Contract for Copiers and Managed Print Services • Vizient Group Purchasing Organization for Office Equipment and Managed Print Services • Texas Department of Information Resources (DIR) for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services • The Interlocal Purchasing System (TIPS) for Copiers, Fax and Multifunction Machines • Massachusetts Higher Education Consortium (MHEC) for Copiers, Digital Duplicators & Fax: Equipment, Supplies & Maintenance • Educational Services Commission of New Jersey for Copier Multi-Functional Devices, Printers, & Related Services • King County Directors Association (KCDA) Cooperative for Copiers/Multifunction Devices • Erie 1 Board of Cooperative Educational Services 1 (Erie 1 BOCES) for High Speed Network Digital Printers • Commonwealth of Pennsylvania's cooperative purchasing (COSTARS) for Copiers, Document Imaging and Multifunction Devices Toshiba also has a General Services Administration (GSA) contract, Multiple Award Schedule, for the Federal Government and other qualified entities. Toshiba places equal emphasis and importance on all of its cooperative purchasing contracts, as well as other government and education contracts, and the Region 4 ESC/OMNIA Partners contract has dovetailed nicely into our national consortium initiatives. We continue to broaden our GPO portfolio, and none to date has limited in any way Toshiba's ability to promote, market, or sell any of these programs to participating members. All assigned key staff are experienced and well versed in all aspects of cooperative se

112

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

113 **Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.**

All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes
☐ No

114 **Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes
☐ No

115 **Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support: Kirk Pierson, VP of FED/SLED & Sales Administration 949-462-6330 kirk.pierson@tabs.toshiba.com Marketing: Ledena Cayetano, Program Manager, Consortiums 949-462-6377 ledena.cayetano@tabs.toshiba.com Sales (Primary): Martin Quinn, Director of Consortium Sales 240-731-9962 martin.quinn@tabs.toshiba.com Sales Support: Mike McKinley, Regional Sales Manager 678-613-2311 mike.mckinley@tabs.toshiba.com Dan Woolly, Regional Sales Manager 409-828-7652 dan.woolly@tabs.toshiba.com Bill Imbesi, Regional Sales Manager 516 551 5340 william.imbesi@tabs.toshiba.com Scott Frei, Regional Sales Manager 317-435-7784 scott.frei@tabs.toshiba.com Financial Reporting: Elisabeth (Betsy) Eby, Buying Group Specialist 303-359-6251 elisabeth.eby@tabs.toshiba.com Accounts Payable: Chris Tomko, Director, Treasury/Risk Management 949-462-6124 chris.tomko@tabs.toshiba.com Contracts: Rick Jackson, Sr. Contract Specialist 646-785-9556 rick.jackson@tabs.toshiba.com Christina Fisher, Director o

116 **Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

Toshiba administers its National Accounts Program through a team comprised of sales executives, business-to-business sales professionals, technical experts, and administrative personnel employed by our direct branches and independent service providers. With a national sales force and a network of service providers throughout the U.S., Toshiba has the personnel and resources to fully support the Digital Workplace Solutions requirements of Region 4 ESC/OMNIA Partners and participating agencies. Account sales will be driven both locally and nationally, with strong executive leadership and guidance. Our national team is managed and guided by our direct corporate sales team comprised of Executive Management, Regional Sales Managers and District Sales Managers who are all well versed in the GPO, government, and education channels. Toshiba's salesforce expertise, including employees of authorized agents, are located strategically across the U.S., ensuring that no matter the contracting entity, experienced sales and service agents will be readily available. Region 4 ESC/OMNIA Partners will have a dedicated Account Management Team led by Martin Quinn, Director of Federal/Consortium Sales. Martin will have the autonomy and authority to make quick decisions to ensure we are meeting or exceeding all our contractual obligations and has access to an extensive infrastructure of corporate sales and service executives, technical professionals and managed print specialists who will work closely in supporting each cooperative member. Martin's contact information is below. Martin Quinn, Director of Consortium Sales Phone: 240-731-9962 Email: martin.quinn@tabs.toshiba.com In addition to the National Sales team, each direct branch and authorized service provider supporting Region 4 ESC/OMNIA Partners is staffed with local account executives who will assist the sales efforts locally, ensuring a high level of responsiveness and customer satisfaction. They will be engaged throughout all aspects of the engagement, including installation, training, billing, parts/supply availability, service, maintenance, and issue resolution. All sales and service efforts are supported by a complete corporate support organization, equipped to manage all account aspects – including initial contract activities, implementation, marketing, billing service delivery, and customer service. In essence, our entire organization is actively engaged in providing sales, service, and support to National Account customers.

117 **Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

The Region 4 ESC/OMNIA Partners contract will be administered and managed by a team of sales managers and professionals who are all well versed on this contract. They will be assisted by a support organization the comprises contract administration, implementation, marketing, billing service delivery and customer service. In essence, our entire organization will be actively engaged in supporting this contract. Toshiba's sales team has extensive experience working with Region 4 ESC and other group purchasing organizations and crafting sales strategies to ensure that we are in touch with all members. Toshiba will provide the necessary training and instructions to Toshiba sales personnel and authorized dealers during the Implementation phase. A launch package will serve to introduce new sales representatives to the program and provides specific instructions and training. Toshiba would take advantage of the cooperative purchasing expertise of OMNIA Partners to develop and promote our products and services to current and future members while making them aware of the full line of products and services available to them in this commodity. We also see OMNIA Partners as assisting vendors with marketing materials as well as setting up exhibits and trade shows to ensure maximum exposure of awarded vendors to members. We may reach out to OMNIA Partners to help to facilitate vendor communication with members, if needed. As a current supplier, Toshiba has already integrated our marketing and sales activities seamlessly into our current Consortium Program. Toshiba's Sales Organization operating within each of Toshiba's local markets will execute a comprehensive marketing program for Region 4 ESC and OMNIA Partners. Sales and marketing strategies will be further refined based on the unique attributes or requirements of each Participating Entity or customer. Our main goals are to: • Promote the advantages of OMNIA Partners Program. • Maximize revenue generating potential. • Shorten the sales cycle. • Establish a single contract for the participating OMNIA Partners members to utilize. • Deliver exceptional level of performance and customer satisfaction when compared to other choices in the marketplace. All of our sales teams calling on OMNIA Partners membership are responsible for supporting, promoting, and keeping the Region 4 ESC/OMNIA Partners Agreement at the forefront of their sales and marketing efforts. Toshiba maintains an active contract website designed specifically for Region 4 ESC/OMNIA Partners and their customers to provide them with an easy and convenient method to purchase or lease business equipment for your agency or district. This website will also be used to publish purchasing instructions, current Region 4 ESC pricing, and other valuable information. Our current active Toshiba/OMNIA Partners website can be found at: https://www.omniapartners.com/suppliers/toshiba/public-sector

118 **Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract**

administration, etc.

To support our relationship, Toshiba will leverage our in-place Consortium team led by Martin Quinn, Director of Consortium Sales, who will be the key interface between Toshiba and Region 4 ESC/OMNIA Partners, Public Sector. Martin serves this role on the current Region 4 ESC contract as well as other national consortium and government contracts and has access to Regional Sales Managers and local account executives in support of this contract. Martin and Toshiba's National Accounts Team will leverage Toshiba's continuous improvement programs guided by Lean Six Sigma processes that will enable you to see all of the core processes and metrics at any time, and a highly trained, professional support team to ensure your Workplace Solutions Program is operating efficiently and cost effectively. Executive sponsorship and oversight from Kirk Pierson, Vice President of FED/SLED & Sales Administration, who will continue to champion the Region 4 ESC/OMNIA Partners program at the C-level. Kirk will provide executive leadership and support to all program objectives. Each direct branch and authorized service provider will support Region 4 ESC with local account executives who will assist with the sales efforts locally, ensuring a high level of responsiveness and customer satisfaction. Toshiba has developed an onboarding presentation and collateral to educate and support dealers using the Region 4 ESC/OMNIA Partners program. The onboarding presentation agenda includes: (1) About Region 4 ESC/OMNIA Partners, (2) Introduction to Toshiba's Award, (3) Overview of the scope of the program, (4) Order Process including Order Documentation, and (5) Contact Support Teams. Additional collateral is available such as a Dealer Playbook by channel (Direct and Dealer Channel) which outlines the program information and order process and a corresponding Dealer Flashcard which is a one-page "cheat sheet" used for quick reference by both sales and dealer admin teams. Post-onboarding activities include scheduling ongoing follow-up meetings to discuss go-to-market strategy (two weeks of post onboarding), walk through the order process with dealer admin teams (two-weeks of post onboarding and as needed), and review sales revenue and performance (quarterly). Dealer launch package includes Playbook, Flashcard, Presentation, as well as a Dealer Agreement with rules of engagement to participate. Toshiba actively works with each agency and cooperative purchasing organization to ensure that our partnership is successful. We utilize internal tools to track how much business we are generating under this contract and to manage new opportunities that arise. Reports are developed monthly to track, measure, and report the actual revenues for equipment, services, and supplies under the contract. Sales professionals from each service provider organization are expected to complete a comprehensive self-paced sales onboarding program. The goal of this program is to help new sales representatives understand Toshiba's full spectrum of solutions (systems, software, and services) offered to Region 4 ESC/OMNIA Partners and participating agencies and how they address the needs, applications, and business issues of clients. The program will introduce them to the Toshiba organization, our support portals, and highlight the vast marketing and sales resources that are available to them as a Toshiba dealer sales professional. We have included copies of our Dealer Playbook and Dealer Flashcard that the Toshiba Team currently utilizes to educate our dealer channel under our current Region 4 ESC/OMNIA Partners contract. We have uploaded copies of our Dealer Playbook and Dealer Flashcard that the Toshiba Team currently utilizes to educate our dealer channel under our current Region 4 ESC/OMNIA Partners contract to the Value Added Services tab on the Region 4 ESC IONWAVE website.

119 **State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

This information is considered customer confidential and is not shared publicly without an executed non-disclosure agreement.

120 **Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$5,000,000.00

121	**Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement** To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. $5,250,000.00
122	**Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement** To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. $5,512,500.00
123	**Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.** ☑ Yes
124	**Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.** ☑ Yes
125	**Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.** ☑ Yes

126	**Products/Pricing - Upload on Response Attachments Tab** i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. · Complete the applicable Pricing information o Provide equipment manufacturer, equipment types and discount off published list price. o Define any freight charges. o Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response. o If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D. Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

127	**Not to Exceed Pricing** Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

128	**Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.** TABS provides equipment, parts, and supply support through two centralized warehouses: our primary warehouse is in Horn Lake, Mississippi, which is a 327,000 square foot facility that carries parts and supplies including toner, developer, service parts, machines, and accessories This center maintains approximately 80% of our total U.S. inventory. A smaller warehouse in Pico Rivera, California is a 65,000 square foot facility that carries machines, accessories and toner. This center maintains approximately 20% of our total U.S. inventory. Our toner manufacturing facility is headquartered in Mitchell, South Dakota. They have supplied toner for the U.S. and global markets for use in Toshiba copiers and printers for 30 years. The facility employs more than 100 people in the Mitchell area and is an ISO-14001 factory, committed to environmental practices. The plant is over 180,000 square feet and produces more than 1,200 metric tons of toner annually.

129 **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,**

to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

The Region 4 ESC/OMNIA Partners contract will continue to receive executive sponsorship and oversight of Larry White, TABS President and CEO, who will champion the program at the C-level. Our entire sales organization will be engaged in selling the resulting agreement to participating States, from promotion and initial sales to implementation and ongoing marketing and service. They will engage industry experts in our company to assist and provide professional services and technical support to Region 4 ESC/OMNIA Partners. Upon award, Toshiba will engage our entire sales team and provide the necessary training and instructions to Toshiba sales personnel and authorized service providers during the Implementation phase. A launch package will serve to introduce new sales representatives to the program and provides specific instructions and training. Toshiba has developed an onboarding presentation and collateral to educate and support dealers using the program. The onboarding presentation agenda includes: (1) About Region 4 ESC/OMNIA Partners, (2) Introduction to Toshiba's Award, (3) Overview of the scope and participation, (4) Order Process including Order Documentation, and (5) Contact Support Teams. Additional collateral is available such as a Dealer Playbook which outlines the program information and order process and a corresponding Dealer Flashcard which is a one-page "cheat sheet" used for quick reference by both sales and dealer admin teams. Sales professionals from each service provider organization are expected to complete a comprehensive self-paced sales onboarding program. The goal of this program is to help new sales representatives understand Toshiba's full spectrum of solutions (systems, software, and services) offered to Region 4 ESC/OMNIA Partners participating agencies and how they address the needs, applications, and business issues of clients. The program will introduce them to the Toshiba organization, our support portals, and highlight the vast marketing and sales resources that are available to them as a Toshiba dealer sales professional. Toshiba will perform regular update sessions with our sales staff to assure a complete understanding of the pricing and reporting requirements as delineated in the Region 4 ESC contract. We will have a dedicated Contract Manager who will facilitate account team expertise and act as an advocate for Region 4 ESC/OMNIA Partners clients. We have uploaded copies of our Dealer Playbook and Dealer Flashcard that the Toshiba Team currently utilizes to educate our dealer channel for our existing Region 4 ESC/OMNIA Partners contract to the Value Added Services tab on the Region 4 ESC IONWAVE website.

130 **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective**

Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;

• Marketing Materials
• Electronic link to OMNIA Partners' website including the online registration page;
• A dedicated toll-free number and email address for OMNIA Partners

The Region 4 ESC/OMNIA Partners contract will be administered and managed by a team of managers and professionals who are all well versed on this contract. This team will continue marketing this program to participating agencies in a timely and controlled manner following the contract award. Toshiba will implement specific marketing strategies and programs to effectively drive awareness and participation. Toshiba will formalize a marketing program, employing mediums such as Intranets, existing programs, marketing bulletins, targeted email blasts, webinars, Trade Show participation, etc. Additionally, Toshiba has various departments and personnel located in multiple sites across the country who provide sales, product, and marketing support. Our main goals are to: • Promote the advantages of OMNIA Partners cooperative purchasing. • Maximize revenue generating potential. • Shorten the sales cycle. • Establish a single contract for the participating agencies to utilize. • Deliver an exceptional level of performance and customer satisfaction when compared to other choices in the marketplace. Toshiba's Sales Organization operating within each of Toshiba's local markets will execute a comprehensive marketing program for the Region 4 ESC/OMNIA Partners program. Sales and marketing strategies will be further refined based on the unique attributes or requirements of each participating agency. Upon award, Toshiba will engage our entire sales team and provide the necessary training and instructions to Toshiba sales personnel and authorized service providers during the Implementation phase. A launch package will serve to introduce new sales representatives to the program and provides specific instructions and training. Toshiba will perform regular update sessions with our sales staff to assure a complete understanding of the pricing and reporting requirements as delineated in the Region 4 ESC/OMNIA Partners contract. The Toshiba Sales Team works with our Consortium Program Manager and corporate Marketing Communications Department to advertise the Region 4 ESC/OMNIA Partners contract benefits to drive awareness. Upon award of this contract, Toshiba will: • Implement a multi-faceted Marketing and Sales Plan. • Work closely with our local sales team and corporate Marketing Communications Department to produce high quality marketing collaterals for use in marketing the new contract. • Use social media sites such as Twitter, LinkedIn, Internet and Intranet sites, and other sites as appropriate to announce and market this new contract. • Provide training to our sales organization on contract details. • Use branded collateral material promoting the contract and its value to participating agencies. Toshiba also participates in and sponsors many trade shows throughout the year and would utilize these events to promote this contract. • Work with Region 4 ESC/OMNIA Partners to maintain a dedicated web-based homepage with the Region 4 ESC/OMNIA Partners logo and links to the respective websites of Region 4 ESC/OMNIA Partners and Toshiba. • Participate in local, regional, and statewide public-sector conferences/trade shows. Toshiba maintains an active contract website designed specifically for Region 4 ESC/OMNIA Partners and their customers to provide them with an easy and convenient method to purchase or lease business equipment for your agency or organization. Our current active Toshiba/ OMNIA Partners website can be found at: https://www.omniapartners.com/suppliers/toshiba/public-sector We have uploaded a sample of Toshiba's 90-day implementation plan to the Value-Added Services tab on the Region 4 ESC IONWAVE website. We also have provided Contract Flyers that our sales teams currently utilizes to publicize, promote, and sell our Region 4 ESC/OMNIA Partners contract and available Toshiba programs, both internally and to prospective customers.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1246885

Date Filed:
12/09/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 4 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24-12
Digital Workspace Solutions

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Toshiba TEC Corporation	Shinagawa-Ku Tokyo Japan	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Joe Lemoine, and my date of birth is 08/06/1955.

My address is 14607 San Pedro Ave., Suite 215 (street), San Antonio (city), TX (state), 78232 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 9th day of December (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

TOSHIBA

Exhibit A - Response for National Cooperative Contract

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Toshiba America Business Solutions Inc. (TABS) is a workplace solutions provider delivering an extensive portfolio of industry-recognized workflow and document management products for businesses of all sizes across the United States, Mexico, and Central and South America. We support the diverse needs of today's professionals through award-winning e-STUDIO™ multifunction printers, label and receipt printers, digital signage, managed print services, and cloud solutions.

Headquartered in Lake Forest, California, TABS helps businesses and organizations transform the way they capture, manage, display and share information. We sell, service, and support Toshiba and non-Toshiba branded technology. Our core competencies include:

- End-to-end communication and document solutions
- Multifunction devices
- Managed print as a Service (MPaaS)
- Cloud print and workflow solutions
- Imaging/workflow automation and capture
- Document security
- Visual communication and digital signage solutions
- Thermal barcode printers
- Point-of-sale (POS) systems
- Retail kiosks
- Content management and creation services
- Document conversion and imaging services

TABS is a privately-owned company of Toshiba TEC Corporation. TABS was incorporated in California in 1999. Before 1999, TABS was a division of Toshiba America Information Systems, Inc. Today, as the sales and marketing organization of Toshiba TEC, we excel in developing customized services and solutions for our clients which integrate information to improve productivity and communication.

Toshiba TEC Corporation was established in 1950. Their main businesses were initially Japanese typewriters and fluorescent lamps. Throughout the years, Toshiba TEC Corporation developed, introduced, marketed and sold numerous new products and technologies that improved the lives of our clients, employees and consumers. Today, Toshiba TEC provides innovative workplace solutions that transforms the workplace experience. They have operations in the Americas, Europe, Middle East and Africa, and Asia-Pacific regions.

TOSHIBA

The public sector is one of Toshiba's core vertical markets, where we have been competing at all levels – national and regional cooperatives, state and local government, K-12 schools, higher education, and non-profit organizations, for over 40 years. Sales into these markets represent nearly 30% of TABS' total sales.

In addition to Region 4 ESC/OMNIA Partners, Toshiba sells competitively to cooperative purchasing organizations that include NASPO ValuePoint, Texas Department of Information Resources, Sourcewell, The Interlocal Purchasing System, Educational Services Commission of New Jersey, Massachusetts Higher Education Consortium, Erie 1 BOCES, Commonwealth of Pennsylvania Cooperative Purchasing, and King County Director's Association, in all cases delivering tremendous value and cost savings to their participating members. Toshiba also has a Multiple Award Schedule contract from the General Services Administration. Statewide contracts include the states of Minnesota, Ohio, Georgia, Louisiana, North Carolina, South Carolina, Mississippi, Oklahoma, New York, Pennsylvania, and Massachusetts.

Our customer base represents a broad range of other vertical markets that includes healthcare, industrial, retail, manufacturing, entertainment, financial, legal, transportation, and construction, including long-term relationships with major account clients in both the U.S. and abroad.

Toshiba's multifunction devices are deployed in more than 190 countries, and we continue to expand our sales and service offerings within other emerging markets around the globe. Our products have long been the preferred choice in North America, Europe and Japan, and we boasted the No. 1 overall market share in China for 18 years. Toshiba ranks 5th overall in the industry per leading industry research firms, IDC, and Gartner.

B. Total number and location of salespersons employed by Supplier.

In accordance with RFP Section 4, Open Records Policy, Toshiba has identified this information as proprietary and confidential and exempt from public disclosure. Any disclosure could cause substantial harm to Toshiba's competitive position. Toshiba requests that the information provided in this response be redacted prior to releasing or publishing our response.

Our sales network is a very important element of our company's success. The salesforce expertise, including sales employees of authorized agents, are located strategically across the U.S. in all major and minor markets, ensuring that no matter the contracting entity, experienced and qualified sales personnel will be readily available. Toshiba has 100+ company sales and service offices throughout the U.S. in all major and minor markets.

A breakdown of our direct sales staff, including sales management, by geographic region, are shown in the table below.

Geographic Region	Sales Professionals	Sales Management
Eastern Region	92	27
North Central Region	159	33
Western Region	54	9
South Region	48	13
Various Locations	41	23
Total	**394**	**105**

C. Number and location of support centers (if applicable) and location of corporate office.

Our corporate and regional offices are at the following locations:

- Corporate Headquarters, Lake Forest, California
- West Regional Office, Lake Forest, California
- Midwest Regional Office, Chicago, Illinois
- South Regional Office, Dacula, Georgia
- East Regional Office, Parsippany, New Jersey
- Distribution/Warehouse, Horn Lake, Mississippi
- Distribution/Warehouse, Pico Rivera, California
- Toner Products Division, Mitchell, South Dakota

D. Annual sales for the three previous fiscal years.

TABS is a privately-owned company of Toshiba Tec Corporation (TTEC), a leading provider of technology solutions, operating across multiple industries. TTEC is a publicly-traded company listed on the Tokyo Stock Exchange. Their annual sales for the three previous fiscal years are:

FY Ending 2023: $3,737,001,720

FY Ending 2022: $3,780,378,950

FY Ending 2021: $3,975,270,415

TABS is part of TTEC's Workplace Solutions Business Group, which handles multifunction devices and related printing products for domestic and overseas markets, continues to show strong growth from the previous year. They realized a significant increase in profit for the third consecutive year, resulting in a strong company-wide operating profit in FY23. Net sales for FY2024/Q1 was up 8.4% over FY2023/Q1 and net profit was up 2.3%.

a. Submit FEIN and Dunn & Bradstreet report.

TABS Federal Tax ID (FEIN / TIN): 33-0865305

TABS Dunn & Bradstreet (DUNS): 08-995-1177

We have uploaded our D&B Report to the *Value Added Services* tab on the Region 4 ESC IONWAVE website.

E. Describe any green or environmental initiatives or policies.

Toshiba has a number of company-wide environmental initiatives that incorporate reduction in waste, innovative and aggressive energy conservation, reduction in greenhouse gas and ozone emissions, protection of the environment, recycling, communication, and promotion of clean technologies. We will support Region 4 ESC and OMNIA Partners' environmental initiatives in all of our business practices through three core environmental initiatives: *Greening of Process*, *Greening of Products*, and *Greening of Process/Technology*.



Greening of Process

Toshiba promotes its environmental plans by giving the highest priority to conserving and protecting environmental resources for all of our business processes and products. At every stage of the product life cycle from manufacturing to use to disposal, we take measures to conserve energy and resources and reduce the burden on the environment.

Toshiba employs strict Green Procurement Guidelines. The guidelines are geared toward creating “Environmentally conscious products”. The entire process decreases the negative environmental impacts at each stage of the products life; selection of raw materials, manufacturing process, circulation, consumption, and end of life/recycling.

At Toshiba, we use advanced processing in order to keep certain materials separate for recycling purposes while eliminating the use of others altogether. Shipping crates and pallets are made with 100% recycled cardboard.

Greening of Products

Creating environmentally responsible products is at the heart of every technological advance we make. Toshiba has built a reputation as a leader in delivering products that minimize waste and are friendly to the environment. Because of our minimal use of hazardous substances, we are 100% RoHS compliant, and through the responsible collection, treatment, recycling and recovery of the products we build.

These activities are aimed at reducing environmental impact throughout the product lifecycle. First, we set "eco-targets" for the development of products with the highest environmental performance at the time of product release, in the stages from business strategy to product planning based on technological and competitor trends.

Then, in the development and design stages, we conduct environmental assessments to make sure that products comply with laws and regulations and meet the Environmentally Conscious Products (ECP) standards*1 in all three aspects (mitigation of climate change, efficient use of resources and management of chemicals) in each stage of the lifecycle.

During product design, Toshiba emphasizes resource saving, such as the development of lighter products with longer lives and greater use of modules so that repairs and upgrades of products are performed simply by replacing modules. Another priority is reduction in the number of parts to facilitate disassembly and recycling and use of recycled resources in products.

In the product approval stage, Toshiba checks the level of achievement of "eco-targets" and compliance with the ECP standards, and then certify those products with the highest environmental performance as "Excellent ECPs." To reduce environment impact, we aim at creating and further increasing the number of Excellent ECPs with the highest environmental performance in the industry.

Waste-reducing print software solutions let you manage printing across your entire fleet and improve print efficiency with solutions like secure print release, where pages are “released” by end-user authentication, reducing waste by eliminating abandoned print pile up, saving both paper and toner. We offer an energy manager application that controls and manages the energy settings on your entire fleet of printers as well as PCs and servers. In addition, it optimizes energy consumption during non-peak hours to take full advantage of energy savings.

Genuine Toshiba toner is manufactured with the environment in mind. To protect for the benefit of future generations, Toshiba uses embossed or plastic labels, making the toner cartridges fully recyclable. In addition, dust and ozone levels have been greatly reduced to improve the working environment.

Greening of Process/Technology

Toshiba continues to focus on mitigation of climate change, efficient use of resources, management of chemical substance, green procurement and other environmental activities designed to reduce our carbon footprint. By reducing CO2 emissions during use by improving product/service energy efficiency, ensuring a stable electric power supply and developing and providing low-carbon energy technologies, Toshiba is committed to reducing GHG emissions by improving the efficiency of power infrastructure facilities and energy-saving performance of products and services associated with power consumption.

With the goal of contributing to the realization of a sustainable society through environmental management which aims to create enriched value and ensure harmony with the earth, Toshiba's ***Environmental Future Vision 2050*** aims to realize a sustainable society—in other words, a decarbonized society, a resource-circulating society, and a society in harmony with nature.



Created in 2007, Environmental Future Vision 2050 aims to improve the value and eco-efficiency of its products and business processes 10 times by 2050. Currently, the goal is to reduce emissions of carbon dioxide by the equivalent of 57.6million tons per year in FY2025 compared with FY2000 while concurrently working to enhance overall environmental efficiency.

Energy-Efficient Features of our Products

Toshiba's latest MFD system brings a new era of environmentally friendly operation to the front line of business. It boosts operational and economic efficiencies through more effective paper use and reduction of toner usage - making it an environmentally friendly product.

Toshiba MFDs meet the U.S. EPA Energy Star guidelines for energy efficiency. All of the proposed Toshiba color models are Energy Star certified to the latest and most stringent requirement. Further, their Typical Electrical Consumption (TEC) is among the lowest in the industry. They are designed to be energy efficient and to contribute to a low-noise environment, with energy saver features that put the unit in standby mode, thus reducing noise and ultimately helping customers save on their energy bill. Further, Toshiba's high efficiency induction heating fusing technology built into our products shortens warm-up times while reducing energy consumption. Sustainability features that are standard on our products include:

- Energy Saver & Sleep modes to reduce power consumption when not in use.
- Standby power consumption of just 1W in Super Sleep mode.
- Automatic shut-off features can result in more than a 60% reduction in annual electricity costs.
- Quick start-up technology reduces power consumption.

- Toner Reduction Mode reduces toner consumption.
- Toner Save Mode - Lets users print documents in draft mode, saving toner.

Recycled materials, including plastics, are used as much as possible in our products, thereby conserving natural resources. Toshiba adheres to 1680.2 IEEE and meets EPEAT certification. Toshiba MFDs currently reach 4.6 to 10.0% Post-Consumer Content (PCR) content by weight. Toshiba adheres to EPEAT criteria IEEE 1680.2 Standard for Environmental Assessment of Imaging Equipment relative to plastics and packaging.

All Toshiba MFDs are capable of running up to 100% post-consumer recycled paper without any performance issues. Types of recycled paper suitable for use depend on the specific Toshiba model; Toshiba can assist you in selecting the correct grade and quality of recycled paper for your product.

As a global manufacturer, Toshiba must also comply with stringent international environmental standards such as Japan's Eco Mark, Germany's Blue Angel Mark, China Environmental Label, Canadian EcoLogo Symbol, Nordic Swan Label, Taiwan Eco Mark, Korea Eco-Label, and ECO-LEAF Label. Toshiba's copier equipment and toner manufacturing facilities are certified to the ISO 14001 standard for environmental excellence.

Further, all current Toshiba e-BRIDGE multifunction products have also achieved EPEAT gold certification. EPEAT is based on criteria that evolve as sustainability evolves, measuring the social and environmental impacts of products from extraction to end of life. EPEAT drives change at a global scale - one product at a time. It is a leading global Type-1 ecolabel for technology products and is considered Environmentally Preferred Product as listed in the Federal Acquisition Regulation (FAR) and the Environmentally Preferable Program.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

While Toshiba is not a women, minority or small business entity, we can offer 2nd-tier diversity credits from our spend with diversity partners; in 2023, 75% of TABS' purchases were from Small Businesses, Small Disadvantaged Businesses, and Woman-Owned Small Business concerns.

Toshiba utilizes authorized resellers for sales and service, several of whom are WMBE, SBE, VOSB, SDVOSB, or HUB certified business enterprises who we utilize in sales, service, and support to our numerous public and private sector clients. Toshiba remains the prime contractor and responsible for all Region 4 sales made by our authorized resellers. There is no price change when utilizing diversity resellers.

Further, Toshiba participates in the skills development of our minority-owned and women-owned business dealers to enhance their ability to effectively sell, service, and support Toshiba's digital imaging systems and advanced software solutions. Since January 1, 2005,

Toshiba has provided technical training to over 180 employees of our minority-owned and women-owned business dealers on a variety of advanced technical service and technical product sales training programs. These users completed 54 unique technical training programs for a total of 595 hours of study.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency:

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency:

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency:

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency:

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Toshiba has a number of service providers classified as WMBE, SBE, VOSB, SDVOSB, or HUB certified business enterprises who we utilize in sales, service, and support to our numerous major account clients. Toshiba remains the prime contractor and responsible for all sales made by our authorized resellers. There is no price change when utilizing diversity resellers.

We also seek out diverse suppliers who offer complementary products or services, such as transportation, funding services, consumable supplies, and parts, as well as project management and facilities management services. Where possible, we look for suppliers in the local communities where we are doing business.

Below is a partial list of authorized Toshiba resellers and their small business classification:

Company	Certification Type	Certifying Agency
Complete Office Technologies	HUB Enterprise	Texas Statewide Historically Underutilized Business Program
Dewitt Poth and Son:	HUB Enterprise	Texas Statewide Historically Underutilized Business Program
Power Business Technology, LLC	Woman Owned Business Enterprise	California Department of General Services
Choice Technical Services Inc.	Disabled Veteran Enterprise	California Department of General Services
The Office Works	Small Business Enterprise	State of Connecticut Department of Administrative Services

TOSHIBA

I. Describe how supplier differentiates itself from its competitors.

Solving business communication challenges using our unique approach and methodology is a key differentiator of Toshiba, and what distinguishes us as a market leader. Our focus on being a valued partner to our clients, offering a breath of business communications solutions with a single point of accountability, being a vendor agnostic partner and offering clients our strategic alliances, providing proven cost savings and solutions to allow our clients to do more and print less sets Toshiba apart as a world-class technology provider.

Valued Client Relationships – Toshiba considers our client relationships and partnerships our most valued asset within our service offerings. We strive to consistently exceed customer expectations and closely collaborate with them to resolve any issues - service, technical or otherwise - timely and to a mutually beneficial resolution. We approach each account with the goal of delivering exactly what the customer requires and expects. We do this by first gaining a clear understanding of our customers' challenges and then developing meaningful solutions that address their unique requirements. We offer a strategic partnership like no other, this by combining our consultative approach with leading technologies.

Client Service –Toshiba's account management services and business processes are based on speed and quality of resolution for the client. Transparent online reporting and detailed information sharing enables us to provide the client a better and more efficient experience with Toshiba. Beyond asset management, Toshiba provides benchmarking savings analysis to ensure the client is achieving the objectives we described and agreed upon in our contract while providing us with a framework for continuous improvement. Our goal is to maintain client relationships while helping ensure consistent and incremental customer revenue.

Focused on Business Communications Solutions – Unique to Toshiba is our ability to address client needs relating to output management (Managed Print Services and print reduction strategies), capture and workflow (helping companies tackle challenges associated with moving from paper-based communications to electronic ones), thermal and barcode printing, and finding digital destinations for their content (digital display signage). A key differentiator is our ability to adapt to clients' operating requirements and provide a sound improvement strategy that considers budgetary, cultural, best practices, technology and security requirements. We work together enabling clients to print smarter, improve their process workflow and inspire communications. Toshiba's background as a global information technology company allows us to offer the latest in business communications systems such as digital signage, retail kiosks, thermal barcode printer, POS systems, and laptops and tablets.

Vendor Agnostic Approach – We differentiate ourselves by offering our brand agnostic approach, meaning we can support all types and brands of office printers. When you partner with Toshiba, you partner with a global technology leader. Toshiba holds strategic partnerships with leading manufacturers such as HP, Lexmark, Brother, Kodak Alaris, KIP America, and others. We also have strategic alliances with numerous third-party partners whose products integrate with, or are compatible with Toshiba e-STUDIO MFPs, including, Microsoft, Adobe, PaperCut, Pharos, DocuWare, LRS, and Google Cloud that allow us to further enhance the capabilities of our MFPs. Toshiba extends the competitive advantages and costs savings realized through our certified vendor partnerships and alliances and extends these to our clients to provide a complete solution through a single overall source.

Managed Print Services – Toshiba is about much more than products. Toshiba has earned the reputation as a true MPS partner by working collaboratively with our clients to provide detailed assessments, fleet rightsizing, optimization and value-added services to reduce cost and reduce print. MPS has been the fastest growing portion of Toshiba's portfolio and an area where we excel. Our MPS model incorporates everything from assessments and fleet optimization, device and fleet management, document workflow efficiencies, and support for various product brands, all while addressing a corporate commitment to improve security and decrease paper consumption and power usage. The scalability of our offering allows us to meet the MPS needs of small, medium, and large customers anywhere in the world.

Award Winning Products – Foremost, we offer a full line of award-winning multifunction devices ranging from compact desktop to high-speed digital systems to meet the demands of any size business. Each e-STUDIO MFP features our advanced e-BRIDGE single board technology that integrates copy, print, scan, facsimile and other networking capabilities in one single board within the device. This unified design shares system resources to control multiple functions and efficiently process information. A completely scalable open architecture allows seamless integration of our MFPs into customer workflows and a wide variety of business applications.

Print Less – Unlike our competitors, Toshiba's strategy to improve cost savings and sustainability helps customers print less. While moving to a completely paperless office may seem like too ambitious a task, a great place you can start is by eliminating unnecessary printing and the associated paper, toner and cost per page charges. Toshiba enables our clients to print less by providing education, tools and powerful print management software to help reduce paper and toner consumption by as much as half. As experts in MPS, we help businesses print smarter, reduce office waste, and practice sustainable consumption by carefully managing office printing behavior.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Nothing to report.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

Nothing to report.

TOSHIBA

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Under a continued relationship with Toshiba, Region 4 ESC/OMNIA Partners and Participating Agencies will have access to favorable contract terms and discounted pricing resulting from the collective purchasing power of OMNIA Partners. They can choose from our broad portfolio of print and communication technologies that best fit their respective organizations. In addition, Toshiba will be a strategic partner with each Participating Entity to help guide them in choosing the best products and solutions that will not just fit their business needs, but also help them reduce cost and improve efficiencies.

This new contract will be a valuable vehicle to market and sell our entire portfolio of products being offered by Toshiba:

- Office Multifunction Devices
- Small & Personal Multifunction Devices
- Light Production Multifunction Devices
- Label & Receipt Printers
- Laser Printers
- Wide Format Printers
- Scanners
- Digital Signage
- Document Conversion and Imaging Services
- Service, Supplies, and Parts
- Managed Print as a Service (MPaaS)

Please refer to our submitted Price Sheet for a complete list of product models and services that will be available to Participating Public Agencies under this contract. We have also provided overviews of these products and services in our Executive Summary.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

TABS has no limitations as to the geographic areas we can serve in the U.S. under this agreement. We offer all elements of our program and has service coverage throughout the Continental United States (CONUS), Alaska, Hawaii, and the Commonwealth of Puerto Rico.

In delivering our solutions to Region 4 ESC and its Participating Agencies, we engage our entire corporate infrastructure: people, processes, systems, technology, and nationwide network of direct service branches and independent service providers strategically located throughout the U.S. Toshiba will help participating organizations in addressing several key objectives, all aligned with Region 4 ESC and OMNIA Partners' objectives:

- Proven quality products and service expertise to meet the demands of Region 4 ESC and Participating Agencies nationwide.
- Single point of contact for all services (hardware, service, consumables, and output).

- Leverage national footprint to distribute products, supplies, software, and services nationwide.
- Capitalize on strong sales and service teams to drive future sales and support.
- Effectively promote the contract through marketing campaigns and dealer engagements.
- Cost controls and spend management solutions.
- Reduce the burden on IT for help desk, diagnostics, and break-fix support.

As a true business partner, Toshiba will work with Participating Agencies to help them to select and implement the most optimal solutions to reduce and contain print management costs while implementing better reporting and oversight to your print management program. This proposal provides creative and effective solutions to achieve your objectives.

We are proud of the strength and breadth of the technology and business communications solutions we provide for our clients. We offer customers global technology expertise, depth of business communications solutions, comprehensive security and workflow solutions, vendor agnostic solutions, and strategic alliances with other manufacturers that bring customers the best value and proven cost savings.

We also offer a portfolio of specialty products and services that include managed digital signage, retail kiosks, barcode and thermal printers and point-of-sale systems. As a leading technology corporation, we have distinct advantages in customizing our program for participating entities. This is important because every engagement consists of unique challenges and opportunities. Our technical agility, depth and advancement are valued in support of dynamic environments, both in the U.S. and internationally. Finally, we believe that all participating agencies will find that Toshiba's work force provides a level of commitment to customer satisfaction unrivaled in the industry.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All orders under the awarded Region 4 ESC contract will require that the contract number be on documentation processed internally and linked to contract pricing prior to actual ordering and shipping.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All maintenance and service will be performed by certified technicians employed by Toshiba or those from our authorized service providers acting as Toshiba agents. For product deliveries, Toshiba service providers may use either their own transportation or arrange delivery to the end user through an approved and qualified local carrier.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

TOSHIBA

TABS provides equipment, parts, and supply support through two centralized warehouses: our primary warehouse is in Horn Lake, Mississippi, which is a 327,000 square foot facility that carries parts and supplies including toner, developer, service parts, machines, and accessories This center maintains approximately 80% of our total U.S. inventory. A smaller warehouse in Pico Rivera, California is a 65,000 square foot facility that carries machines, accessories and toner. This center maintains approximately 20% of our total U.S. inventory.

Our toner manufacturing facility is headquartered in Mitchell, South Dakota. They have supplied toner for the U.S. and global markets for use in Toshiba copiers and printers for 30 years. The facility employs more than 100 people in the Mitchell area and is an ISO-14001 factory, committed to environmental practices. The plant is over 180,000 square feet and produces more than 1,200 metric tons of toner annually.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be and why those portions should not be available.

Toshiba believes that the Toshiba documentation that OMNIA Partners has made available to Participating Public Agencies on the current Toshiba/OMNIA Partners website for Contract Number: R191103 are appropriate and sufficient for Agencies to easily conduct their due diligence. As an additional benefit to Agencies, we would also like to see our Authorized Dealer List posted here. Any additional documents that would be required by OMNIA Partners and Participating Public Agencies can be provided on an as-needed or as-requested basis.

Below is a link to the Toshiba-OMNIA Partners current website:

https://www.omniapartners.com/suppliers/toshiba/public-sector/contract-documents#c6187

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

The Region 4 ESC/OMNIA Partners contract will continue to receive executive sponsorship and oversight of Larry White, TABS President and CEO, who will champion the program at the C-level. Our entire sales organization will be engaged in selling the resulting agreement to participating States, from promotion and initial sales to implementation and ongoing marketing and service. They will engage industry experts in our company to assist and provide professional services and technical support to Region 4 ESC/OMNIA Partners.

Upon award, Toshiba will engage our entire sales team and provide the necessary training and instructions to Toshiba sales personnel and authorized service providers during the

Implementation phase. A launch package will serve to introduce new sales representatives to the program and provides specific instructions and training.

Toshiba has developed an onboarding presentation and collateral to educate and support dealers using the program. The onboarding presentation agenda includes: (1) About Region 4 ESC/OMNIA Partners, (2) Introduction to Toshiba's Award, (3) Overview of the scope and participation, (4) Order Process including Order Documentation, and (5) Contact Support Teams. Additional collateral is available such as a Dealer Playbook which outlines the program information and order process and a corresponding Dealer Flashcard which is a one-page "cheat sheet" used for quick reference by both sales and dealer admin teams.

Sales professionals from each service provider organization are expected to complete a comprehensive self-paced sales onboarding program. The goal of this program is to help new sales representatives understand Toshiba's full spectrum of solutions (systems, software, and services) offered to Region 4 ESC/OMNIA Partners participating agencies and how they address the needs, applications, and business issues of clients. The program will introduce them to the Toshiba organization, our support portals, and highlight the vast marketing and sales resources that are available to them as a Toshiba dealer sales professional.

Toshiba will perform regular update sessions with our sales staff to assure a complete understanding of the pricing and reporting requirements as delineated in the Region 4 ESC contract. We will have a dedicated Contract Manager who will facilitate account team expertise and act as an advocate for Region 4 ESC/OMNIA Partners clients.

We have uploaded copies of our Dealer Playbook and Dealer Flashcard that the Toshiba Team currently utilizes to educate our dealer channel for our existing Region 4 ESC/OMNIA Partners contract to the *Value Added Services* tab on the Region 4 ESC IONWAVE website.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

   ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

   iii. Design, publication and distribution of co-branded marketing materials within first 90 days

   iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

The Region 4 ESC/OMNIA Partners contract will be administered and managed by a team of managers and professionals who are all well versed on this contract. They will be supported by a dedicated organization that comprises Consortium Sales, Program Management, Contract Administration, implementation, Marketing Communications, Customer Billing, and Service Delivery. In essence, our entire organization will be actively engaged in supporting this contract.

This team will continue marketing this program to participating agencies in a timely and controlled manner following the contract award. Toshiba will implement specific marketing strategies and programs to effectively drive awareness and participation. Toshiba will formalize a marketing program, employing mediums such as Intranets, existing programs, marketing bulletins, targeted email blasts, webinars, Trade Show participation, etc. Additionally, Toshiba has various departments and personnel located in multiple sites across the country who provide sales, product, and marketing support. Our main goals are to:

- Promote the advantages of OMNIA Partners cooperative purchasing.
- Maximize revenue generating potential.
- Shorten the sales cycle.
- Establish a single contract for the participating agencies to utilize.
- Deliver an exceptional level of performance and customer satisfaction when compared to other choices in the marketplace.

Toshiba's Sales Organization operating within each of Toshiba's local markets will execute a comprehensive marketing program for the Region 4 ESC/OMNIA Partners program. Sales and marketing strategies will be further refined based on the unique attributes or requirements of each participating agency.

Upon award, Toshiba will engage our entire sales team and provide the necessary training and instructions to Toshiba sales personnel and authorized service providers during the Implementation phase. A launch package will serve to introduce new sales representatives to the program and provides specific instructions and training.

Toshiba will perform regular update sessions with our sales staff to assure a complete understanding of the pricing and reporting requirements as delineated in the Region 4 ESC/OMNIA Partners contract. The Toshiba Sales Team works with our Consortium Program

Manager and corporate Marketing Communications Department to advertise the Region 4 ESC/OMNIA Partners contract benefits to drive awareness. Upon award of this contract, Toshiba will:

- Implement a multi-faceted Marketing and Sales Plan.
- Work closely with our local sales team and corporate Marketing Communications Department to produce high quality marketing collaterals for use in marketing the new contract.
- Use social media sites such as Twitter, LinkedIn, Internet and Intranet sites, and other sites as appropriate to announce and market this new contract.
- Provide training to our sales organization on contract details.
- Use branded collateral material promoting the contract and its value to participating agencies. Toshiba also participates in and sponsors many trade shows throughout the year and would utilize these events to promote this contract.
- Work with Region 4 ESC/OMNIA Partners to maintain a dedicated web-based homepage with the Region 4 ESC/OMNIA Partners logo and links to the respective websites of Region 4 ESC/OMNIA Partners and Toshiba.
- Participate in local, regional, and statewide public-sector conferences/trade shows.

Toshiba maintains an active contract website designed specifically for Region 4 ESC/OMNIA Partners and their customers to provide them with an easy and convenient method to purchase or lease business equipment for your agency or organization. This website will also be used to publish purchasing instructions, current Region 4 ESC pricing, and other valuable information. Our current active Toshiba/ OMNIA Partners website can be found at:

https://www.omniapartners.com/suppliers/toshiba/public-sector/contract-documents#c6187

We have provided a sample of Toshiba's 90-day implementation plan, go-to-market strategy, and marketing-related activities. Also provided are Contract Flyers that our sales teams currently utilizes to publicize, promote, and sell our Region 4 ESC/OMNIA Partners contract and available Toshiba programs, both internally and to prospective customers. These were uploaded to the *Value Added Services* tab on the Region 4 ESC IONWAVE website

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

To gain member participation, Toshiba will craft and implement specific marketing strategies and programs to effectively drive awareness and participation. Toshiba will formalize a marketing program, employing mediums such as Intranets, existing programs, marketing bulletins, targeted email blasts, webinars, Trade Show participation, etc. Additionally, Toshiba has various departments and personnel located in multiple sites across the country who provide sales, product, and marketing support.

Toshiba's sales organization operating within each of Toshiba's local markets will execute a comprehensive marketing program for Region 4 ESC. Sales and marketing strategies will be further refined based on the unique attributes or requirements of each participating agency or customer. Our main goals are to:

- Promote the advantages of Region 4 ESC/OMNIA Partners Program.
- Maximize revenue generating potential.
- Shorten the sales cycle.
- Establish a single contract for the eligible agencies to utilize.
- Delivery of exceptional levels of performance and customer satisfaction when compared to other choices in the marketplace.

The Toshiba Sales Team works with our corporate Marketing Communications Department to advertise contract benefits to drive awareness of both Toshiba and participating agencies. Additionally, Toshiba has various departments and personnel located in multiple sites across the country that provide sales, product, and marketing support.

The Toshiba Marketing Plan also includes registering and participating in local, regional, and state-wide conferences and trade shows and exhibits. Toshiba takes part in over six major trade shows each year targeting public school districts, state and local governmental entities and other public sector groups. The purpose of these conferences/trade shows is to assure appropriate understanding of our products and prices by our sales personnel and to answer questions specific to the Region 4 ESC/OMNIA Partners contract.

In addition to Region 4 Education Service Center/OMNIA Partners, we have partnerships with regional and national cooperative purchasing organizations that include:

- Sourcewell Contract for copiers, printers, and related business products and services
- NASPO ValuePoint Cooperative Contract for Copiers and Managed Print Services
- Vizient Group Purchasing Organization for Office Equipment and Managed Print Services
- Texas Department of Information Resources (DIR) for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
- The Interlocal Purchasing System (TIPS) for Copiers, Fax and Multifunction Machines
- Massachusetts Higher Education Consortium (MHEC) for Copiers, Digital Duplicators & Fax: Equipment, Supplies & Maintenance
- Educational Services Commission of New Jersey for Copier Multi-Functional Devices, Printers, & Related Services
- King County Directors Association (KCDA) Cooperative for Copiers/Multifunction Devices
- Erie 1 Board of Cooperative Educational Services 1 (Erie 1 BOCES) for High Speed Network Digital Printers
- Commonwealth of Pennsylvania's cooperative purchasing (COSTARS) for Copiers, Document Imaging and Multifunction Devices

Toshiba also has a General Services Administration (GSA) contract, Multiple Award Schedule, for the Federal Government and other qualified entities.

Toshiba places equal emphasis and importance on all of its cooperative purchasing contracts, as well as other government and education customers, and this Region 4 ESC/OMNIA Partners contract has dovetailed nicely into our national consortium initiatives. We continue to broaden our GPO portfolio, and none to date has limited in any way Toshiba's ability to promote, market, or sell any of these programs to participating members. All assigned key staff are experienced and well versed in all aspects of cooperative selling.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Toshiba acknowledges and agrees.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

Toshiba acknowledges and confirms.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Toshiba acknowledges and confirms.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

i.	Executive Support	Kirk Pierson, Vice President of FED/SLED & Sales Administration 949-462-6330 kirk.pierson@tabs.toshiba.com
ii.	Marketing	Ledena Cayetano, Program Manager, Consortiums 949-462-6377 ledena.cayetano@tabs.toshiba.com

iii.	Sales	Martin Quinn, Director of Consortium Sales 240-731-9962 martin.quinn@tabs.toshiba.com
iv.	Sales Support	Mike McKinley, Regional Sales Manager 678-613-2311 mike.mckinley@tabs.toshiba.com Dan Woolly, Regional Sales Manager 409-828-7652 dan.woolly@tabs.toshiba.com Bill Imbesi, Regional Sales Manager 516 551 5340 william.imbesi@tabs.toshiba.com Scott Frei, Regional Sales Manager 317-435-7784 scott.frei@tabs.toshiba.com
v.	Financial Reporting	Elisabeth (Betsy) Eby, Buying Group Specialist 303-359-6251 elisabeth.eby@tabs.toshiba.com
vi.	Accounts Payable	Chris Tomko, Director, Treasury/Risk Management 949-462-6124 chris.tomko@tabs.toshiba.com
vii.	Contracts	Christina: Fisher, Director of Bids, Proposals and Contracts 949-462-4325 christina.fisher@tabs.toshiba.com Rick Jackson, Sr. Contracts Specialist 646-785-9556 rick.jackson@tabs.toshiba.com

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Toshiba administers its National Accounts Program through a team comprised of sales executives, business-to-business sales professionals, technical experts, and administrative personnel employed by our direct branches and independent service providers.

All sales and service efforts are supported by a complete corporate support organization, equipped to manage all account aspects – including initial contract activities, implementation, marketing, billing service delivery, and customer service. In essence, our entire organization is actively engaged in providing sales, service, support and the success of the Region 4 ESC/OMNIA Partners program.

With a national sales force and a network of service providers throughout the U.S., Toshiba has the personnel and resources to fully support the requirements of Region 4 ESC/OMNIA Partners and Participating Agencies. Account sales will be driven both locally and nationally, with strong executive leadership and guidance. Our national team is managed and guided by

our direct corporate sales team comprised of Executive Management, Regional Sales Managers and District Sales Managers who are all well versed in the GPO, government, and education channels. Toshiba's salesforce expertise, including sales personnel from our direct branches and authorized service providers, are located strategically across the U.S., ensuring that no matter the contracting entity, experienced sales and service agents will be readily available.

This operating structure is illustrated below.

Toshiba's Strategic Nationwide Region 4 ESC/OMNIA Partners Team



Region 4 ESC/OMNIA Partners will have a dedicated Account Management Team led by Martin Quinn, Director of Consortium Sales. Martin serves this role on the current Region 4 ESC contract as well as other national consortium and government contracts and has access to Regional Sales Managers and local account executives in support of this contract. He will have the autonomy and authority to make quick decisions to ensure we are meeting or exceeding all our contractual obligations and has access to an extensive infrastructure of corporate sales and service executives, technical professionals and managed print specialists who will work closely in supporting each cooperative member. Martin's contact information is shown below.

Martin Quinn, Director of Consortium Sales
Phone: 240-731-9962
Email: martin.quinn@tabs.toshiba.com

In addition to the National Sales team, each direct branch and authorized service provider supporting Region 4 ESC/OMNIA Partners is staffed with local account executives who will assist the sales efforts locally, ensuring a high level of responsiveness and customer satisfaction. They will be engaged throughout all aspects of the engagement, including installation, training, billing, parts/supply availability, service, maintenance, and issue resolution.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

The Region 4 ESC/OMNIA Partners contract will be administered and managed by a team of sales managers and professionals who are all well versed on this contract. They will be assisted by a support organization the comprises contract administration, implementation, marketing, billing service delivery and customer service. In essence, our entire organization will be actively engaged in supporting this contract.

Toshiba's sales team has extensive experience working with Region 4 ESC and other group purchasing organizations and crafting sales strategies to ensure that we are in touch with all members. Toshiba will provide the necessary training and instructions to Toshiba sales personnel and authorized dealers during the Implementation phase. A launch package will serve to introduce new sales representatives to the program and provides specific instructions and training.

Toshiba would take advantage of the cooperative purchasing expertise of OMNIA Partners to develop and promote our products and services to current and future members while making them aware of the full line of products and services available to them in this commodity. We also see OMNIA Partners as assisting vendors with marketing materials as well as setting up exhibits and trade shows to ensure maximum exposure of awarded vendors to members. We may reach out to OMNIA Partners to help to facilitate vendor communication with members, if needed.

As a current supplier, Toshiba has already integrated our marketing and sales activities seamlessly into our current Consortium Program. Toshiba's Sales Organization operating within each of Toshiba's local markets will execute a comprehensive marketing program for Region 4 ESC and OMNIA Partners. Sales and marketing strategies will be further refined based on the unique attributes or requirements of each Participating Entity or customer. Our main goals are to:

- Promote the advantages of OMNIA Partners Program.
- Maximize revenue generating potential.
- Shorten the sales cycle.
- Establish a single contract for the participating OMNIA Partners members to utilize.
- Delivery of exceptional levels of performance and customer satisfaction when compared to other choices in the marketplace.

All of our sales teams calling on OMNIA Partners membership are responsible for supporting, promoting, and keeping the Region 4 ESC/OMNIA Partners Agreement at the forefront of their sales and marketing efforts.

Since service is so important to us, we maintain a robust national field service staff of over 3,500 technicians so we are able to respond quickly to customer calls for service, supplies, or sales at all of their locations. Our service infrastructure also includes regional experts, engineers, technical service specialists, certified network professionals, and other support personnel to attend to product and service needs. Our service organization is scalable to accommodate all of Region 4 ESC and OMNIA Partner growth needs.

Toshiba maintains an active contract website designed specifically for Region 4 ESC/OMNIA Partners and their customers to provide them with an easy and convenient method to purchase or lease business equipment for your agency or district. This website will also be

used to publish purchasing instructions, current Region 4 ESC pricing, and other valuable information. Our current active Toshiba/OMNIA Partners website can be found at:

https://www.omniapartners.com/suppliers/toshiba/public-sector/contract-documents#c6187



J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.

To support our relationship, Toshiba will leverage our in-place Consortium team led by Martin Quinn, Director of Consortium Sales, who will be the key interface between Toshiba and Region 4 ESC/OMNIA Partners, Public Sector. Martin serves this role on the current Region 4 ESC contract as well as other national consortium and government contracts and has access to Regional Sales Managers and local account executives in support of this contract. Martin and Toshiba's National Accounts Team will leverage Toshiba's continuous improvement

programs guided by Lean Six Sigma processes that will enable you to see all of the core processes and metrics at any time, and a highly trained, professional support team to ensure your Workplace Solutions Program is operating efficiently and cost effectively.

Executive sponsorship and oversight from Kirk Pierson, Vice President of FED/SLED & Sales Administration, who will continue to champion the Region 4 ESC/OMNIA Partners program at the C-level. Kirk will provide executive leadership and support to all program objectives. Each direct branch and authorized service provider will support Region 4 ESC with local account executives who will assist with the sales efforts locally, ensuring a high level of responsiveness and customer satisfaction.

Toshiba has developed an onboarding presentation and collateral to educate and support dealers using the Region 4 ESC/OMNIA Partners program. The onboarding presentation agenda includes: (1) About Region 4 ESC/OMNIA Partners, (2) Introduction to Toshiba's Award, (3) Overview of the scope of the program, (4) Order Process including Order Documentation, and (5) Contact Support Teams. Additional collateral is available such as a Dealer Playbook by channel (Direct and Dealer Channel) which outlines the program information and order process and a corresponding Dealer Flashcard which is a one-page "cheat sheet" used for quick reference by both sales and dealer admin teams.

Post-onboarding activities include scheduling ongoing follow-up meetings to discuss go-to-market strategy (two weeks of post onboarding), walk through the order process with dealer admin teams (two-weeks of post onboarding and as needed), and reviewing sales revenue and performance (quarterly). Dealer launch package includes Playbook, Flashcard, Presentation, as well as a Dealer Agreement with rules of engagement to participate.

Toshiba actively works with each agency and cooperative purchasing organization to ensure that our partnership is successful. We utilize internal tools to track how much business we are generating under this contract and to manage new opportunities that arise. Reports are developed monthly to track, measure, and report the actual revenues for equipment, services, and supplies under the contract.

Sales professionals from each service provider organization are expected to complete a comprehensive self-paced sales onboarding program. The goal of this program is to help new sales representatives understand Toshiba's full spectrum of solutions (systems, software, and services) offered to Region 4 ESC/OMNIA Partners and participating agencies and how they address the needs, applications, and business issues of clients. The program will introduce them to the Toshiba organization, our Toshiba/OMNIA Partners portals, and highlight the vast marketing and sales resources that are available to them as a Toshiba dealer sales professional.

We have included copies of our Dealer Playbook and Dealer Flashcard that the Toshiba Team currently utilizes to educate our dealer channel under our current Region 4 ESC/OMNIA Partners contract.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

This information is considered confidential and is not shared publicly without an executed non-disclosure agreement.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Product Ordering and Tracking. TABS Operations Department uses ORACLE for the identification, shipping and tracking of orders. Each new Toshiba order is automatically assigned an individual asset number tied to the serial number within our Oracle database for easy identification and tracking.

Self-Service Portal: Another integral component of our program is Global Services Portal (GSP), an online portal that offers full visibility and 24/7 access to a self-service portal. The portal allows authorized users to view, track, and report device usage by model and location; service history and statistics; population reports, model and location; and to request service and supplies. This also serves as a secure, centralized repository for hosting contract and pricing information as well as pertinent instructions that are specific to that Agency.

Data Analysis: Toshiba uses our proprietary *Encompass X* online assessment software for data analysis and fleet assessments. Using Encompass, Toshiba analysts can plot devices on a floor plan; calculate the total cost of ownership, measure energy efficiency and a myriad of other hard and soft costs associated with document output and management. Using this data, analysts can then provide a department-wide assessment of monthly Total Cost of Ownership (TCO) and costs of the current state and the proposed optimized state.

Data Collection: Toshiba's preferred data collection agent, FMAudit, is used to gather meter and supply data from the devices in the customer network. Information is captured by MIB via SNMP. It collects information related to meter reads, device alerts consumable levels, etc., across the entire fleet. Automated meter reporting ensures consistent, accurate reporting, eliminating billing issues.

Business Analytics: Toshiba utilizes Tableau business intelligence software to create reports on service trends, volume trends, device utilization, optimization recommendations, billing history and fleet overviews. Customized dashboards can be created for interactive client engagement during these reviews. Data can be sorted and viewed by an almost infinite number of variables, capable of providing high overview reports while still drilling down to the asset level.

Project Management: Smartsheet is a web based collaborative software that would allow Toshiba and the Agency to share projects and keep track of updated asset lists. In utilizing this shared software, changes to the fleet can be tracked and viewed in real time by all parties. Device removals, changes and additions are documented at the proper locations for service and supplies.

[redacted]

[redacted]

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Toshiba's primary goal is to serve the needs of our customers by developing the strategy that best fits their procurement needs. That said, our experience has shown that this contracting vehicle created by OMNIA Partners facilitates easy purchasing of our products and services at competitive pricing for its members.

When responding to a solicitation for products and/or services covered under this Master Agreement, Toshiba will provide pricing at or below the pricing established in the Master Agreement. All sales made to any Participating Public Agency under the Master Agreement will be reported timely and accurately to OMNIA Partners under the Master Agreement contract. In the unlikely event the Participating Agency determines not to use the Master Agreement, Toshiba will make a business decision and may offer pricing via other contract means that is equal to or higher than the Master Agreement.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions*. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency 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 offeror agree? YES X _____ Initials of Authorized Representative of offeror

(B) 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 (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

(C) 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 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES X _____ Initials of Authorized Representative of offeror

(D) 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 (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

(E) 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 (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

(F) 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 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 (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

(G) 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (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 (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

(I) 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 (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Toshiba America Business Solutions, Inc.

Address, City, State, and Zip Code:
25530 Commercentre Drive, Lake Forest, CA 92630

Phone Number: 949-462-6000 Fax Number: _____

Printed Name and Title of Authorized Representative:
Larry White, President and CEO

Email Address:
c/o martin.quinn@tabs.toshiba.com (Martin Quinn, Director of Consortium Sales)

Signature of Authorized Representative: x _____ Date: December 6, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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, and
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.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.

iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must 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").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Toshiba America Business Solutions, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

x _____

Signature of Contractor's Authorized Official

Larry White, President and CEO

Name and Title of Contractor's Authorized Official

December 6, 2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

*Stated Reason(s):*_____

_____

_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

a. Include the name and address of the protestor.
b. Identify the grantee, project number, and the number of the contract solicitation.
c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation.

Offeror's Name: Toshiba America Business Solutions, Inc.

Address, City, State, and Zip Code:
25530 Commercentre Drive, Lake Forest, CA 92630

Phone Number: 949-462-6000 Fax Number: _____

Printed Name and Title of Authorized Representative:
Larry White, President and CEO

Email Address: c/o martin.quinn@tabs.toshiba.com (Martin Quinn, Director of Consortium Sales)

Signature of Authorized Representative: x

Date: December 6, 2024

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Toshiba America Business Solutions, Inc.

Organization Address: 25530 Commercentre Drive, Lake Forest, CA 92630

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☑ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☑ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Toshiba America Inc.	5241 California Avenue, Suite 200 Irvine, California 92617
Toshiba Tec Corporation	Gate City Ohsaki West Tower 1-11-1, Osaki, Shinagawa-ku, Tokyo 141-8562, Japan

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://www.toshibatec.com/company/ir/material/pdf/integrated_report2024.pdf	54 - 58

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Larry White	Title:	President and CEO
Signature:	x	Date:	December 6, 2024

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, Larry White residing in Lake Forest
(name of affiant) (name of municipality)
in the County of Orange and State of California of full age,
being duly sworn according to law on my oath depose and say that:

I am President and CEO of the firm of Toshiba America Business Solutions, Inc.
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled Digital Workspace Solutions, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

_____, 2____

_____
Signature

Larry White
(Type or print name of affiant under signature)

_____
Notary public of See attached

My Commission expires Notarial Certificate

(Seal)

CALIFORNIA JURAT GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 6th (Date) day of December (Month), 20 24 (Year), by

(1) Larry White

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Region 4 - Non-Collusion Affidavit

Document Date: December 6, 2024 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

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DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Toshiba America Business Solutions, Inc.

Street: 25530 Commercentre Drive

City, State, Zip Code: Lake Forest, CA 92630

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

December 6, 2024
Date

x
Authorized Signature and Title

Larry White, President and CEO

Certification 50344

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2022 to 15-MAR-2025

TOSHIBA BUSINESS SOLUTIONS, INC.
40 BOROLINE ROAD
ALLENDALE NJ 07401

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

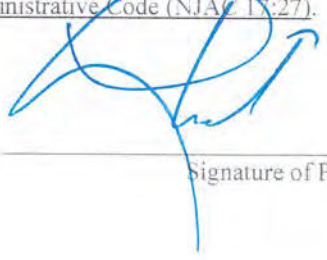
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Toshiba America Business Solutions, Inc.		
Address:	25530 Commercentre Drive		
City:	Lake Forest	State: CA	Zip: 92630

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

x	Larry White	President and CEO
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Toshiba Tec Corporation Home Address: Gate City Ohsaki West Tower 1-11-1, Osaki, Shinagawa-ku Tokyo 141-8562, Japan	Name: Toshiba America Inc. Home Address: 5241 California Avenue, Suite 200 Irvine, California 92617
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires: See attached Notarial Certificate

(Affiant)

Larry White President & CEO

(Print name & title of affiant)

(Corporate Seal)

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. INCORPORATED 8/11/99 CALIFORNIA

Version March 19, 2024

CALIFORNIA JURAT GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 6th (Date) day of December (Month), 20 24 (Year), by

(1) Larry White

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Region 4 -Doc#5 Stockholder Disclosture Certification

Document Date: December 6, 2024 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

©2019 National Notary Association

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 24-12, Digital Workspace Solutions
VENDOR NAME: Toshiba America Business Solutions, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

x _____
Signature

December 6, 2024
Date

Larry White, President and CEO
Print Name and Title

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[1]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

✓ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

x Signature of Vendor's Authorized Representative	December 6, 2024 Date
Larry White, President and CEO Print Name and Title of Vendor's Authorized Representative	33-0865305 Vendor's FEIN
Toshiba America Business Solutions, Inc. Vendor's Name	949-462-6000 Vendor's Phone Number
25530 Commercentre Drive Vendor's Address (Street Address)	None Vendor's Fax Number
Lake Forest, CA 92630 Vendor's Address (City/State/Zip Code)	240-731-9962 (c/o Martin Quinn Director of Consortium Sales) Vendor's Email Address

[1] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group, (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3), or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TOSHIBA AMERICA BUSINESS SOLUTIONS INC
Trade Name:	
Address:	25530 COMMERCE CENTRE DR LAKE FOREST, CA 92630
Certificate Number:	0091792
Effective Date:	September 17, 1999
Date of Issuance:	June 16, 2020

For Office Use Only:

20200616124258685

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report ✓
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Larry White Title: President and CEO

Signature: x Date: December 6, 2024

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 24-12, Digital Workspace Solutions

VENDOR NAME: Toshiba America Business Solutions, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☑ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

X _____ December 6, 2024
Signature Date

Larry White, President and CEO
Print Name and Title

Certification 50344

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2022 to 15-MAR-2025

TOSHIBA BUSINESS SOLUTIONS, INC.
40 BOROLINE ROAD
ALLENDALE NJ 07401

ELIZABETH MAHER MUOIO
State Treasurer

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Toshiba America Business Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
25530 Commercentre Drive

6 City, state, and ZIP code
Lake Forest, CA 92630

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-		-				

or

Employer identification number
3	3	-	0	8	6	5	3	0	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/2/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.