



**TOWN OF MIAMI LAKES, FLORIDA
REVISED AGENDA
Virtual Regular Council Meeting**

June 16, 2020

6:30 PM

Government Center

6601 Main Street Miami Lakes, FL33014

Video stream of meetings can be viewed here:

<https://pub-miamilakes.escribemeetings.com>

Pages

- 1. SPECIAL PRESENTATIONS (Presentations shall take place prior to the commencement of the Regular Council Meeting, at 6:00 PM)**
- 2. CALL TO ORDER**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS)**
- 6. PUBLIC COMMENTS**

Please be advised that given the novel COVID-19 VIRUS, Miami Lakes Town Hall is closed for public meetings. Public Meetings will be taking place virtually.

Public Comments will be heard at the beginning of the meeting and once all are heard, Public Comments will be closed. Each speaker will be afforded (3) minutes to speak.

The public may participate in the virtual public meetings by utilizing any of the following 3 methods:

(1) A person wishing to submit a Live Remote Public Comment, will join the meeting via: <https://www.miamilakes-fl.gov/remotecomments>. You must have a working microphone and working web camera in order to submit a live remote public comment; this will allow you to join the scheduled Zoom meeting.

(2) A person can call in live during the meeting to listen to the meeting via phone and/or call in live during the meeting to submit a public comment, to any of the following numbers:

+1 312-626-6799

+1 929-205-6099

+1 253-215-8782

+1 301-715-8592

+1 346-248-7799

+1 699-900-6833

PLEASE ENTER THE MEETING ID# WHEN PROMPTED: 666 475 152#

***Please note that If you call to make public comment in live via phone or zoom (web), please do so between 5:30 pm to 6:00 pm, so you can register your name and address beforehand.**

(3) A person can submit a Pre-recorded Video for Public Comments, by visiting <https://www.miamilakes-fl.gov/remotecomments>. Videos submitted cannot exceed 3 minutes and should be submitted one day before the meeting.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD CALL TOWN HALL AT (305) 364-6100, NO LATER THAN (2) DAYS PRIOR TO THE MEETING FOR ASSISTANCE.

All comments or questions from the virtually attending public shall be directed to the Mayor, in a courteous tone. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person.

No clapping, applauding, heckling, verbal outburst in support of, or in opposition to a speaker or his/her remarks shall be permitted. Should a member of the virtually attending audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, such person will be asked to leave the Zoom meeting. As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

7. APPOINTMENTS

8. COMMITTEE REPORTS

- a. **Special Needs Advisory Board**
- b. **Cultural Affairs Committee**

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9. CONSENT CALENDAR

- a. Approval of Minutes 20**
- b. Piggyback for Electronic Waste Recycling Services (Pidermann) 32**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE THE CITY OF CORAL GABLES CONTRACT IFB 2019-031 WITH E-SCRAP, INC FOR ELECTRONIC WASTE RECYCLING SERVICES, PURSUANT TO SECTION 7 OF ORDINANCE 17-203 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

- c. Piggyback for Managed Print Solutions (Pidermann) 60**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF MANAGED PRINT SOLUTIONS AND ADDITIONAL TECHNOLOGY RELATED PRODUCTS ON AS NEEDED BASIS; AUTHORIZING THE TOWN MANAGER TO UTILIZE REGION 4 EDUCATIONAL SERVICE CENTER ("ESC") CONTRACT R171405 WITH TOSHIBA AMERICAN SOLUTIONS PURSUANT TO SECTION 7 OF ORDINANCE 17-203 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

- d. Rebuild Florida Community Development Block Grant- Mitigation (CDBG-MIT) Critical Facility Hardening Program (Pidermann) 262**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT THE UNITED STATES, HOUSING AND URBAN DEVELOPMENT DEPARTMENT, REBUILD FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION CRITICAL FACILITY HARDENING PROGRAM; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE REBUILD FLORIDA CDBG-MIT CRITICAL FACILITY HARDENING PROGRAM; AUTHORIZING THE TOWN

MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

- e. Award of a Work Order for Professional Engineering Services for NW 151st Street and NW 153rd Street (Pidermann) 268

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING A WORK ORDER PURSUANT TO CONTRACT 2017-32(M) FOR MISCELLANEOUS ENGINEERING SERVICES, WITH MARLIN ENGINEERING, IN AN AMOUNT NOT TO EXCEED EIGHTY THREE THOUSAND SEVEN HUNDRED FORTY-FOUR THOUSAND AND 24/100 TO COMPLETE STREET IMPROVEMENTS ALONG NW 151 and NW 153 STREET; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

- f. CARES Act Resolution (Pidermann) 273

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, URGING MIAMI-DADE COUNTY MAYOR CARLOS A. GIMENEZ AND THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA TO TRANSFER CORONAVIRUS AIR, RELIEF, AND ECONOMIC SECURITY ACT "CARES" ACT DIRECT FEDERAL FUNDS RECEIVED BY MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES AND TO OTHER UNITS OF LOCAL GOVERNMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; AND PROVIDING FOR AN EFFECTIVE DATE

- g. Agreement with Miami-Dade County Property Appraisers Office (Pidermann) 277

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT WITH THE PROPERTY APPRAISER FOR ACCESS TO EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AUTHORITY TO EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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11. ORDINANCES- SECOND READING (PUBLIC HEARING)

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AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, ARTICLE IV, DIVISION 3, RU-TH TOWNHOUSE DISTRICT, SEC. 13-444, DEVELOPMENT REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

- b. School Facilities Safety Considerations (Cid) 297

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, ARTICLE VI, DIVISION 1, CREATING SECTION 13-1617. - SCHOOL FACILITIES SAFETY CONSIDERATIONS, PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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This item requires the waiver of Section 7.2 of the Special Rules of Order

- e. Property Tax Transparency (Dieguez) 318
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This item requires the waiver of Section 7.2 of the Special Rules of Order

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This meeting is taking place virtually and the public may participate by using any of the 3 methods described above. A copy of this Agenda has been posted on the Town of Miami Lakes Website at miamilakes-fl.gov and is available at Town Hall, 6601 Main Street, Miami Lakes 33014. In accordance with the Americans with Disabilities Act of 1990, if you need special accommodations to participate in this meeting should contact Town Hall at 305-364-6100 two days prior to the meeting.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Special Needs Advisory Board

Subject: Committee Report

Date: June 16, 2020

Recommendation:

Please see attached report.



Special Needs Advisory Board Report to Town Council June 2020

MISSION STATEMENT: To create a model town for inclusion by identifying specific Miami Lakes families with an interest in matters pertaining to individuals with special needs, connecting them to existing programs, services and events; and, serving the Town Council in an advisory capacity to identify unmet needs and assist with the discovery of possible solutions.

MEMBERSHIP

Name	Committee Position
Vivian Levy	Chair
Jesenia Orellana	Vice Chair
Carlos Fernandez	Treasurer
Jen Coello	Secretary
David Gomez	Member
Angela Medina	Member

NOTE: Currently, there are no vacancies in the Special Needs Advisory Board

UPDATES:

1. Special Needs Service Directory has been posted on the Town's website on the Special Needs Advisory Board page. There are over 20 links to organizations and resources for special needs individuals and families.
2. On February 26, we provided a behavior workshop by Certified Behavior Analyst, Audrey Amadeo
3. On March 7th, we participated in Job-A-Palooza hosted by the Arc of South Florida
4. Awarded scholarships for 5 children to participate in dance therapy classes at Spectrum Dance/Miami Dancity in Miami Lakes.
5. Together with Giving Gators, we delivered meals to families with special needs in the area.
6. Gigi's Playhouse Virtual Event Sponsor

BUDGET 2020-2021

Social and Recreational Programs	\$	10,000.00
Training for Miami Lakes officials/staff/first responders	\$	1,000.00
Integrated Services (1-stop shop for services)	\$	814.12
Community Awareness	\$	15,000.00
After-school/weekend programs for life and job skills	\$	15,000.00
TOTAL	\$	41,814.12

FUTURE PROJECTS/PENDING MATTERS/CONSIDERATION:

1. Summer Painting with a Twist Event
2. Wellness Workshop for parents via Zoom
3. Provide more Disability Awareness Training via Zoom

4. Law Enforcement Training for Special Needs
5. Tutoring Services
6. Advise the Town on inclusive practices for all events

Respectfully submitted to Council,

Special Needs Advisory Board

Special Needs Advisory Board Minutes

Town of Miami Lakes

Meeting Date: June 2nd, 2020

Location: Virtual via Zoom

Chair: Vivian Levy

Secretary: Jen Coello

1) Call to order: 12:06PM

2) Roll Call:

Present	Vivian Levy, Chair
Absent	Jesenia Orellana, Vice Chair
Present	Carlos Fernandez, Treasurer
Present	Jen Coello, Secretary
Present	John Rogger
Present	David Gomez
Present	Angela Medina
Absent	Yesenia Leyva, Liason

*Others present: Clarisell De Cardenas, German Cure, Marcia Chaviano

3) Order of Business (Deferrals/Additions/Deletions): Before start of order of business, Vivian Levy asked to keep Jacob Orellana (Jessenia's son) and his family in our thoughts and prayers since he was having surgery at that moment. No deferrals, additions or deletions.

4) Public Comments: None

5) Treasury Update: Carlos Fernandez will get the numbers updated and give us totals at next meeting

6) Approval of minutes: April 2020

- Motion to defer: Vivian Levy
- Second the motion: Jen Coello
- All in favor, motion passed

7) Old Business:

- Special Needs Service Directory has been posted on the Town's website on the Special Needs Advisory Board page. There are over a dozen links to organizations and resources for special needs individuals and families. Discussion on best way to reach out to members of the community to promote our services, events and resources. Motion to be included in the Town of Miami Lakes Monthly Newsletter by Carlos Fernandez. Second by Jen Coello. All in favor, motion

passed. Per Clarisell De Cardenas, Town liason is responsible to provide the information to the Town to be included in the newsletter.

8) New Business:

- a) Bryan Art Foundation classes via Zoom – John Rogger and Jen Coello expressed concern about an art class via zoom and how it would be hard to interact virtually.
- b) Painting with a Twist \$10 kits for summer- Motion by Carlos Fernandez to create subcommittee to include Angela Medina, John Rogger and Vivian Levy to work on Painting with a Twist Summer Event and to purchase 400 painting kits (Summer themed \$10 per kit) from Painting with a Twist for families to pick up at their Miami Lakes location. Second by Vivian Levy. All in favor, motion passed. Motion by Vivian Levy for pick up date of the Painting with a Twist Summer Event to be July 11, 2020. Second by Angela Medina. All in favor, motion passed. Participants will register for tickets through Eventbrite. Angela Medina suggested to include some type of flyer with SNAB contact information and web link to SNAB page on the Town's website.
- c) Parent Support Group/Training/Workshops via Zoom- Per Clarisell De Cardenas, the Town will provide the Zoom platform and livestream free of charge. SNAB will be responsible to pay \$200/hour for a sign language interpreter. Motion by Vivian Levy to contact Christy Carbonell, board certified behavior analyst, to provide quote for workshop for parents via Zoom. Second by John Rogger. All in favor, motion passed.
- d) Tutoring- Motion by Vivian Levy to open up the floor for discussion. Second by Angela Medina. All in favor, motion passed. All agreed that due to the COVID 19 pandemic, students with special needs will experience regression from being out of school and therapy for so long. Motion by John Rogger to do research for SNAB to provide a tutoring service in the near future. Second by Vivian Levy. All in favor, motion passed.
- e) Gigi's Playhouse virtual event – Originally, Gigi's Playhouse was hosting a 5K walk, run and roll event this summer in the Town of Miami Lakes, but it had to be turned into a virtual event due to the pandemic. SNAB had already voted to support the original event because of its message of inclusion for people of all abilities. Motion by Vivian Levy to form a SNAB team for Gigi Playhouse Virtual Event and donate \$500 from our community awareness budget. Second by John Rogger. All in favor, motion passed.
- f) Hope for Autism gift card donation for Holiday Caravan- Motion to table to next meeting by Vivian Levy. Second by Carlos Fernandez. All in favor, motion passed.

9) Announcements:

- a. Vivian Levy will be taking all items we voted on to the next Council Meeting on June 16, 2020 for approval and to be more visual to the Council and help promote our goal of inclusion and awareness for people of all abilities.

- 10) Adjournment: Meeting adjourned at 1:30PM
- a. Motion to approve: Vivian Levy
 - b. Second the motion: Angela Medina
 - c. Motion passed



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Cultural Affairs Committee
Subject: Committee Report
Date: June 16, 2020

Recommendation:

Tuesday June 2, 2020 The Town of Miami Lakes Cultural Affairs Committee held its monthly meeting via Zoom virtual conference call. The Committee passed the following motions to be recommended to Town Council during its June 16th meeting:

1. Establish a peaceful public expressions in support for social and racial justice in ONE of the following ways:
 - A. Community gathering (CAC PREFERENCE)
 - B. Community march
 - C. Creation of a plague that articulate The Town support that “Black Lives Matter” racial justice and equal opportunities for all people.
2. Recommended Town support “Gay Pride Month” by allow CAC procuring their flag to be flown at Town Hall during the month June.

Respectfully submitted,

Neill D. Robinson, Chair
ML Cultural Affairs Committee

**Town of Miami Lakes
Cultural Affairs Committee
Zoom meeting on June 2, 2020
Minutes**

Call to order: Zoom meeting called to order by Neill Robinson at 4:00 p.m.

Roll Call: Neill Robinson, Felicia Salazar, Elsa Reus, Esther Colon, Diana Soto, Suzanne Chooapani, Mirelis Castilla, Denise Madan, George Lazo, William Sanchez (Town's Liaison), Clarisell de Cardenas, Town of Miami Lakes.

Order of Business (Deferrals/Additions/Deletions):

Motion by Mirelis to add the allocations of funds to new business. Seconded by Felicia.

Neill welcomed the new member to the CAC, George Lazo. George spoke about his commitment throughout the years to the Town of Miami Lakes. George has been involved in many events at the Town and is happy to be part of this committee.

Adoption of Minutes: The minutes of the Cultural Affairs Committee Zoom Meeting on April 23, 2020, to be approved. Motion by Mirelis/Felicia seconded/approved unanimously.

Old Business:

- **July 4th Celebration Entertainment**

William informed the committee that at the last council meeting the Town Manager recommended that we have the 4th of July Celebration. The firework displays will be at two sites so that people can watch from their homes and there would be no gathering at the parks. There will be no entertainment because of copyright issues it could not be streamed. The fireworks will be live streamed from Graham Lake and Optimist Park. American flags to be displayed around Town on the light posts. Neill asked about the cost of the American flags. William showed the CAC an invoice with two options for flags and the cost. The cost to be paid from the 4th of July budget amount allocated of \$11,000. The fireworks will be paid by the Town not from the CAC budget. One of the options on the invoice was for 60 American Flags, installation and brackets total \$8,090.00. There was discussion among the CAC members of what to do and how many poles would be available for the American flags not to include the poles with the Veteran banners and the graduate banners to be displayed. It was mentioned that we would have approximately 25 poles available along 154 Street. Elsa made a motion to purchase 25 American Flags/banners to display along 154 Street on 25 poles at a cost of \$49.50 each flag plus installation and removal not to exceed a total of \$3,000.00. Motion seconded by George – approved unanimously.

- **CAC Virtual Event Proposed Activities**

William stated that the virtual events proposed could not be done due to copyrights. William to recap and display all the past events organized by the CAC. Clarisell mentioned that there is a series of historical lectures on the Town of Miami Lakes. The cost is approximately \$300, and it is narrated by Doctor Paul George and it can be done in late June. Mirelis made a motion to approve/ Diana seconded it/approved unanimously.

- **Paint-a-Picture-for-Mom update**

This event took place on May 9th. Neill mentioned that it was a great drive thru event, and everything was well organized. He thanked the owner of Painting with a Twist, Yirka, for her support and sponsorship.

- **Father's Day Fishing Tournament Status Report**

William mentioned that since there could not be a mass gathering this year the CAC could give out a gift to the children of the Town. The gift would be a bucket with the town and CAC logo and inside live bait and measuring tape. The cost of each bucket, \$10 and to order approximately 50 buckets. Motion made by Diana to purchase 50 buckets costing approximately \$500 plus \$79 for decals not to exceed \$600.00. Felicia seconded it and approved unanimously. Motion by Esther to move funds from the 4th of July event to purchase the buckets/decals, Felicia seconded it /approved unanimously.

- **Concert on the Green update**

Neill mentioned that this event has been put on hold. Neill asked Esther to help reconcile the CAC expenditures and what the CAC has left in their budget. Esther mentioned that we have currently available \$26,427.00 because many of the scheduled events have not taken place. Neill mentioned that the ML Cultural Center "White Paper" document would be addressed by the Town Manager at their next meeting so the public can be informed.

William mentioned that there was an additional cost for the Women of Distinction event since the awards were upgraded this year. Neill mentioned that a total of \$967.62 could be allocated from the Concert on the Green and be transferred to Women of Distinction event. Motion by Esther to transfer \$967.62 from Concert on the Green to Women of Distinction Awards, seconded by Elsa, approved unanimously.

Motion by Esther to allocate \$234.59 from Concert on the Green to Hispanic Heritage Celebration. Seconded by Suzanne and approved unanimously.

Motion by Esther to allocate \$766.39 from Concert on the Green event to Black History Month Event/seconded by Diana/approved unanimously.

- **New Business**

Suzanne asked for a discussion from the CAC members to have recognition, in the form of a peaceful march or a plaque, to protest the murder of George Floyd and to support the Black Lives Matter. Suzanne said it would be best to have a peaceful march but due to covid-19, because of social distancing, that might not be possible. Suzanne said that as a community that we set up an example. Suzanne mentioned that there was an event to celebrate the graduates at the park near main street over the weekend and many people attended. Suzanne wanted to mention this since people are meeting. If not a march, a beautiful plaque to be displayed in Miami Lakes. Suzanne suggested since we have money left over to get a plaque. Esther mentioned that a march must be approved by the Council. If not a march, to order a beautiful plaque to be displayed. Neill said that he would support a peaceful march if possible.

Suzanne made a motion for the CAC to request that the Town approves a peaceful demonstration, in the next 30 days, to support Black Lives Matter and if the march is not approved then a plaque to be made and displayed in Town Hall. Seconded by Mirelis/approved unanimously. (Denise was not present for vote).

Esther asked if we would have to pay for police officers. Neill mentioned that we have funds to cover the police officers and this would be part of the motion. Neill to make the presentation to the council at the next Town zoom meeting on June 16. Neill asked William to notify the Town Clerk and add to the agenda for the council meeting on June 16.

Esther mentioned, under new business, that since June is Pride month to have a pride flag displayed in town. Neill mentioned to display the flag around Town Hall to show support of the LGBT community. Neill mentioned that we would have to purchase a pride flag. Esther recommended to obtain the funds from the 4th of July event and contact the same vendor of the American flags. Esther asked if the town had any prominent poles to display the pride flag. William said that he thought the poles might belong to the Graham Companies. Esther made a motion to purchase one Pride flag in celebration of the LGBT gay community and Neill seconded it. Six votes in favor and one vote against from Elsa. (Denise was not present to vote).

Adjournment: A motion was made to adjourn the meeting at 5:45 p.m.



6601 Main Street • Miami Lakes, Florida, 33014
 (305) 364-6100 • Fax: (305) 558-8511
 www.miamilakes-fl.gov

REQUEST FOR REALLOCATION OF FUNDS

☒ Cultural Affairs Committee

- ☐ Elderly Affairs Committee
☐ Neighborhood Improvement Committee
☐ Public Safety Committee
☐ Planning & Zoning Board
☐ Economic Development Committee

- ☐ Education Advisory Board
☐ Par 3 Park Committee
☐ Special Needs Committee
☐ Youth Activities Task Force
☐ Veterans Committee
☐ Other: _____

Amount: \$234.59

Date Approved by Committee:
 (Please attach meeting minutes)

**Pursuant to the Town's Budget Ordinance, if the request exceeds \$700 it must be presented and approved by the Town Council at a Council Meeting.*

Reason for Request: The Committee would like to allocate these funds from Concert on the Fairway to Hispanic Heritage

What line item are the funds currently allocated in? (Line item number and description)
0017307-548151-COF

What line item are you requesting the funds be reallocated to? (Line item number and description)
0017307-548151 HISP CULTURAL AFFAIRS COMMITTEE

Heidi
 Chairperson

6-2-20
 Date

FOR OFFICE USE ONLY:

- ☐ Approved
☐ Denied

Budget revised by:

 Edward Pidermann, Town Manager

 Finance Department

 Date

 Date



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 (305) 364-6100 • Fax: (305) 558-8511
 www.miamilakes-fl.gov

REQUEST FOR REALLOCATION OF FUNDS

- ☒ Cultural Affairs Committee
☐ Elderly Affairs Committee
☐ Neighborhood Improvement Committee
☐ Public Safety Committee
☐ Planning & Zoning Board
☐ Economic Development Committee

- ☐ Education Advisory Board
☐ Par 3 Park Committee
☐ Special Needs Committee
☐ Youth Activities Task Force
☐ Veterans Committee
☐ Other: _____

Amount: \$967.62

Date Approved by Committee:
 (Please attach meeting minutes)

**Pursuant to the Town's Budget Ordinance, if the request exceeds \$700 it must be presented and approved by the Town Council at a Council Meeting.*

Reason for Request: The Committee would like to allocate these funds from Concert on the Fairway to Women Distinction Awards

What line item are the funds currently allocated in? (Line item number and description)
0017307-548151-COF

What line item are you requesting the funds be reallocated to? (Line item number and description)
0017307-548151 WOMEN CULTURAL AFFAIRS COMMITTEE

Heidi [Signature]
 Chairperson

6-2-20
 Date

FOR OFFICE USE ONLY:

- ☐ Approved
☐ Denied

 Edward Pidermann, Town Manager

 Date

Budget revised by:

 Finance Department

 Date



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www.miamilakes-fl.gov

REQUEST FOR REALLOCATION OF FUNDS

☒ **Cultural Affairs Committee**

- ☐ Elderly Affairs Committee
☐ Neighborhood Improvement Committee
☐ Public Safety Committee
☐ Planning & Zoning Board
☐ Economic Development Committee

- ☐ Education Advisory Board
☐ Par 3 Park Committee
☐ Special Needs Committee
☐ Youth Activities Task Force
☐ Veterans Committee
☐ Other: _____

Amount: \$766.39

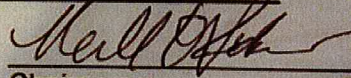
Date Approved by Committee:
 (Please attach meeting minutes)

**Pursuant to the Town's Budget Ordinance, if the request exceeds \$700 it must be presented and approved by the Town Council at a Council Meeting.*

Reason for Request: The Committee would like to allocate these funds from Concert on the Fairway to Black History Celebration

What line item are the funds currently allocated in? (Line item number and description)
0017307-548151-COF

What line item are you requesting the funds be reallocated to? (Line item number and description)
0017307-548151 BLACK CULTURAL AFFAIRS COMMITTEE


 Chairperson

6-7-20
 Date

FOR OFFICE USE ONLY:

- ☐ Approved
☐ Denied

Budget revised by:

 Edward Pidermann, Town Manager

 Finance Department

 Date

 Date



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Gina M. Inguanzo, Town Clerk

Subject: Approval of Minutes

Date: June 16, 2020

Recommendation:

Attached please find the following minutes for your review and approval.

- May 19, 2020 Regular Council Meeting

MINUTES
Regular Council Meeting
May 19, 2020
6:30 p.m.
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. SPECIAL PRESENTATIONS:

Honorable Madam State Attorney, Katherine Fernandez Rundle, spoke about domestic violence and showcased what her office has been championing on this very important issue. She assured the Town Council that her office is working and doing everything virtual.

Regarding domestic violence, she explained that when there is a crisis, a peak in domestic violence disputes is seen. However, she stated that has not happened during COVID-19 because many women are afraid of leaving their homes and going to a shelter and potentially getting exposed to the virus. Madam State Attorney stated that services are open and available and ready to assist all the victims of domestic violence; that she is doing an awareness campaign on this issue and asked the Town of Miami Lakes to engage in this campaign via social media; she asked the Town Council for the Town to partner with her office. She also spoke about the children that are at home and might be getting abused. She reminded all about the “if you see something, say something” campaign.

Councilmember Dieguez spoke about his Item 13G, which goes hand in hand with the mentioned campaign. He stated that he wants Miami Lakes to play an active role in trying to address the issue; that it is important to convey the message about domestic violence.

Vice Mayor Rodriguez made a motion to waive all the waiver of Section 7.3 of the Special Rules. The motion was seconded by Councilmember Collazo and all were in favor.

2. ROLL CALL:

Mayor Manny Cid called the meeting to order at 6:35 pm.

The Town Clerk, Gina M. Inguanzo, called the roll with the following Councilmembers being present: Luis Collazo, Josh Dieguez, Jeffrey Rodriguez, Marilyn Ruano, Vice Mayor Nelson Rodriguez and Mayor Manny Cid. Councilmember Carlos Alvarez joined the meeting at 6:55 pm.

3. MOMENT OF SILENCE:

Father Joseph Lucas from the Christ the Savior Orthodox Church led the prayer.

Ariel Fernandez presented his meditation video from “Better You Minute”.

4. PLEDGE OF ALLEGIANCE:

Pledge of the Allegiance was led by Boy Scout Daniel Souza, Troop 584.

5. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS):

Mayor Cid mentioned that he wanted the Honorable Madam State Attorney, Katherine Fernandez Rundle, to speak and address the Town Council before Public Comments. Mayor Cid also moved up Item 10B and 13A, to be discussed after Public Comments. Councilmember Collazo moved up Item 13F. Councilmember Dieguez moved to accept the new order of business and the motion was seconded by Councilmember J. Rodriguez. All were in favor.

6. PUBLIC COMMENTS:

The Town Clerk, Gina M. Inguanzo, read the instructions of proper decorum that are to be respected and followed in the Council Chambers of the Town of Miami Lakes and that are to be respected also in virtual meetings.

Claudia Luces called to actively participate in the public comment section of the agenda. She spoke about the Facebook postings and the term used NW corridor; she stated that she understands we are living a pandemic and that there is great need everywhere but that the Town of Miami Lakes should not be bundled up along with other areas. She asked the elected officials to remember that they represent the Town of Miami Lakes; and reminded them that the Town of Miami Lakes unfortunately, has received the short end of the stick on other issues in the NW corridor, such as the issue of the bridges. Ms. Luces also spoke about two calls that she received from Stratwell, Company identifying Mr. Eddie Blanco as the Chair of the Economic Development Committee, and offering business advise to her business. She stated that the call was not about a Town sponsored event. Ms. Luces respectfully requested Mr. Blanco to not contact her any further and for these calls to stop.

Neil Robinson called to actively participate in the public comment section of the agenda. He spoke, on behalf of the Cultural Affair Committee, about the 4th of July celebration and in support of the options to be presented under the discussion of Item 14D.

7. APPOINTMENTS:

George Lazlo to the Cultural Affairs Committee by Councilmember Dieguez.

Rosy Barroso to the Public Safety Committee by Councilmember Collazo.

Councilmember Alvarez made a motion to approve the appointments and it was seconded by Councilmember Collazo. All were in favor.

8. COMMITTEE REPORTS

None

9. CONSENT CALENDAR:

Councilmember Dieguez moved to approve the Consent Calendar. Councilmember Alvarez seconded the motion. All were in favor.

A. APPROVAL OF MINUTES

- March 12, 2020 Sunshine Meeting
- April 21, 2020 Regular Council Meeting
- April 30, 2020 Special Call Meeting
- May 7, 2020 Sunshine Meeting

Approved on Consent.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM; AUTHORIZING THE TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

Approved on Consent.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PETITIONING THE GOVERNOR OF THE STATE OF FLORIDA AND THE MIAMI-DADE COUNTY MAYOR TO ALLOW THE TOWN TO RESUME LIVE COUNCIL MEETINGS; ESTABLISHING A RETURN DATE FOR LIVE, COUNCIL MEETINGS; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Ruano/Dieguez)

Approved on Consent.

10. ORDINANCE – FIRST READING:

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, ARTICLE IV, DIVISION 3, RU-TH TOWNHOUSE DISTRICT, SEC. 13-444, DEVELOPMENT REGULATIONS; PROVIDING FOR SEVERABILITY;

PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)

The Town Attorney read the title of the ordinance into the record.

The Town Manager presented the item and explained that this ordinance allows the use of synthetic roofing materials for use in single and two-family residences, providing the synthetic materials resemble the neighboring tiles.

Susana Alonso, Senior Town Planner, answered questions posed by the Town Council. She stated that the material would be allowed in continuous roofs only if they are done as a whole; if the association chooses to change the entire roof at once, the Town would have no objection, as long as their deed restriction allow them to.

Mayor Cid move the ordinance in first reading and the motion was seconded by Vice Mayor Rodriguez. All were in favor.

- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, ARTICLE VI, DIVISIN 1, CREATING SECTION 13-1617, SCHOOL FACILITIES SAFETY CONSIDERATIONS, PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDIGN FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

The Town Attorney read the title of the ordinance into the record.

The students of Miami Lakes Middle School Legal Studies Group presented a PowerPoint presentation tilted Safe Place in School and they explained that the proposed ordinance in 1st reading will establish commercial and residential buildings to be at a safe distance away from school in order to prevent any incident to happen in the future. They also explained that the inspiration for this ordinance came from the Lucida project, currently being built next to Bob Graham Education Center.

Mayor Cid made a motion to move forward the ordinance in first reading and it was seconded by Councilmember Collazo.

The Town Council asked questions to staff, regarding future businesses that would require business licenses in locations that are close enough to the school, such as Royal Oaks Shopping Center and the Windmill Gate shopping Center. Councilmember Ruano asked if Town Staff had identified any property that could fall under this scrutiny. Also, she asked if there are any legal ramifications due to the Town taking rights away from these property owners or diminishing the value of their property; she also asked if the Town could be sued. The Town Attorney stated that his concern with the alcohol sales, so he suggested tweaking the ordinance and said he would look into these concerns before second reading.

The Town Clerk called the roll and the motion passed approving the ordinance in 1st reading, 7-0.

11. ORDINANCE – SECOND READING:

- A. AN. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ENCROACHMENTS BEYOND THE TIE-LINE FOR WATERFRONT SINGLE-FAMILY AND TWO-FAMILY BUILDINGS; AMENDING CHAPTER 13, “LAND DEVELOPMENT CODE”, AT ARTICLE VI, “SUPPLEMENTARY REGULATIONS”, AT SECTION 13-1605, “WATERFRONT PROPERTIES”; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

The Town Attorney read the title of the ordinance into the record.

Mayor Cid opened the public hearing. There being no one wishing to speak, Mayor Cid closed the public hearing.

The Town Manager presented the item, explained this ordinance will allow catch basins of infinity edge pools in waterfront properties to encroach beyond the top of the slope up to 4 feet beyond the tie lines.

Councilmember J. Rodriguez made a motion to approve the ordinance and it was seconded by Councilmember Collazo.

The Town Clerk then called the roll and the motion adopting the ordinance in second reading, as per staff recommendations, passed 7-0.

- B. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ATTACHED CANOPIES FOR SINGLE-FAMILY AND TWO-FAMILY BUILDINGS; AMENDING CHAPTER 13, “LAND DEVELOPMENT CODE”, AT ARTICLE V, “ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS”, AT SECTION 13-1506, “CANOPIES,”; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.(Pidermann)

The Town Attorney read the title of the ordinance into the record.

Mayor Cid opened the public hearing. There being no one wishing to speak, Mayor Cid closed the public hearing.

The Town Manager presented the item, and explained that this ordinance will amend the maximum allowable encroachment for attached canopies from 7 feet to a maximum of 50% of the existing rear setback, while restricting additional detached structures in cases where attached canopies are larger than 7 feet.

Susana Alonso, Senior Town Planner, answered questions posed by the Town Council.

Councilmember Alvarez made a motion to adopt the ordinance in second reading and it was seconded by Councilmember J. Rodriguez. The Town Clerk called the roll and the ordinance passed 7-0.

12. RESOLUTIONS:

None.

13. NEW BUSINESS ITEMS

A. Re-opening Restaurants in the COVID-19 Environment (Rodriguez)

Mayor Cid and Councilmember J. Rodriguez recused themselves from this item because they are both co-owners of a restaurant in the town.

Martin Cardenas, owner of Cancun Grill, spoke in support of item 13A. He stated that his business has been affected and that he wants to be able to have table seating on the adjoining parking spaces, to be able to have more business.

Vice Mayor Rodriguez presented his item. He motioned for the resolution attached to his item, to be passed by the Town Council and stated that during the existence of Covid-19 emergency orders which impose strict social distancing requirements that restrict restaurant's usage of dine-in seating, that this resolution be passed relaxing the parking requirements for restaurants in order to allow encroachment of table seating onto adjoining parking spaces, and for the landowners to work with their restaurants tenants to allow for outdoor seating where none exists. Also, he added a list of recommendations that are attached to the agenda, as part of his previous new business item, showing the different recommendations that landowners can use in order to facilitate working with the restaurants. The motion was seconded by Councilmember Dieguez.

Deputy Town Attorney Cobiella answered questions posed by the Town Council. He proceeded to explain that if the Town Council passes the attached resolution, the Town Manager will adopt it in the next Emergency Order. He explained that as it stands in the Code, restaurants are allowed outdoor dining provided certain conditions are met and as long as the landlord accepts it. He stated that because tables have to be a certain distance from each other during this period of time of social distancing, the Vice Mayor would like for perhaps, move some of tables into the adjoining parking spaces. The Deputy Town Attorney explained that by relaxing the Code to allow restaurants to put tables in parking spaces, those restaurants requesting for that to be done, will need a permit. The Deputy Town Attorney explained that if the resolution is passed, the resolution cannot be imposed to the landlords. He stated that the intention is that with harmony, landlords and tenants can come to some agreement. He also explained that once the Emergency Order is over, then everything goes back to normal standards. The resolution cannot be open ended; it would need to have an ending time. The Deputy Town Attorney explained that if the Town Council desires to do it in a more permanent manner and last beyond this emergency, then the vehicle to be used would be via an Ordinance.

Councilmember Ruano made an amendment to the main motion, and stated that she would like to waive the \$100 permit fee that the restaurants are required to pay, for the permit to have a lengthy duration, for it not to expire for at least one year and for the ability to have outdoor seating to extend 90 days past the lifting of the Emergency Orders. Also, to include

that the 90 days was to start after the lifting of the State, County or Town whichever is later. The motion was seconded by Vice Mayor Rodriguez.

The Town Attorney stated that he did not see any problem with the amendment as stated but that he was going to review it, analyze it and make sure that the amendment and resolution are legally correct and that the action to be taken is researched and tweaked if necessary. The Town Council gave them direction to analyze, research and follow up on this resolution as soon as possible.

The Senior Town Planner, Susanna Alonso, answered questions posed by the Town Council.

After discussion, the amendment to the motion passed unanimously.

The main motion, as amended, passed unanimously.

B. Re-opening of Non-Essential Businesses in Miami Lakes (Ruano)

Adrian Ruano spoke in support of Item 13B. He spoke about the importance of freedom of speech, assembly and religion; that if customers want regulations, businesses should implement regulations themselves and not the governments; that government's purpose is to protect against reasonable threats from foreign enemies and not include a virus that affects 0.475% of the US population, 0.280% of Floridians and only 0.196% of Miami Lakers; no reason for there to be a lockdown and assembly is a right to all US citizens. He also stated that nonessential businesses should be open and government cannot force any business to implement certain restrictions that diminish the businesses ability to main a steady income; businesses are run by people and that they have rights that can't be taken away. He asked the Town Attorney to clarify as to how can government remove rights from businesses and individuals due to a social panic.

Councilmember Ruano presented the item. She stated that all businesses are essential to their owners and to their employees and that her intention is to move forward with a full re-opening of businesses in Miami Lakes, irrespective of what orders are in place. She motioned asking the Town Attorneys to research the legal implications of the Town of Miami Lakes moving forward with opening all our local businesses instead of following Miami Dade County's orders and State orders. Mayor Cid seconded the motion for discussion.

Councilmember Dieguez made an amendment to the main motion, asking the Town Attorneys to draft a resolution and to send the resolution to all the other municipalities within Miami Dade County and ask them to join us in the advocacy push and to lobby Mayor Gimenez to go ahead and allow the other businesses to be part of phase 1, throughout the state of Florida, and for them to be able to open up right away. Councilmember Collazo seconded the amendment to the motion. The possibility of having a Special Call Meeting for the Town Attorneys to identify cases regarding this subject matter and to discuss them with the Town Council was mentioned. After some discussion, Councilmember Dieguez retracted his motion.

Councilmember Ruano then stated that she was not in favor having a Special Call meeting; that it was her intention to move forward with her main motion.

All were in favor of the main motion. Vice Mayor Rodriguez was absent.

C. Drive in Movies at the Park (Cid)

Motion by Vice Mayor Rodriguez waive Section 7.2 of the Special Rules of Order. The motion was seconded by Councilmember Collazo and all were in favor.

Motion by Mayor Cid to approve the concept from converting our movies at the park series into a drive-in movie theatre. The motion was seconded by Councilmember Alvarez and all were in favor. Vice Mayor Rodriguez was absent.

Tony Fernandez, Chair of the Youth Activities Task Force, addressed the Town Council and spoke about the idea of having a drive-in theatre, instead of the Movies at the Park. He mentioned that other municipalities are doing this and stated that these events are getting good feedback from the community. He also mentioned that they have three potential sites but still need the owner's permission. Chair Fernandez stated that this idea will be presented to the YATF in their next meeting. The logistics and proper guidelines will be reviewed by Town Staff and approved by the Town Manager and that the potential date is June 19th.

D. Social Distance Practices in Public Places (Alvarez)

Motion by Vice Mayor Rodriguez to waive Section 7.2 of the Special Rules of Order. The motion was seconded by Councilmember Collazo and all were in favor.

Councilmember Alvarez made a motion for the Town Manager to put into place measures to educate the public and promote social distance practices in public places within the Town; to add additional signage. Councilmember Collazo seconded the motion.

All were in favor. Vice Mayor Rodriguez was absent.

E. 2020 Census Branding (Dieguez)

Motion by Vice Mayor Rodriguez to waive Section 7.3 of the Special Rules of Order. The motion was seconded by Councilmember Collazo and all were in favor.

Councilmember Dieguez made a motion to direct the Town Administration to include the logo in our Town of Miami Lakes communications, to determine what are the best ways to promote Census branding and communications. The motion was seconded by Councilmember Alvarez and all were in favor.

F. Celebratory Yard Signs (Collazo)

Motion by Vice Mayor Rodriguez to waive Section 7.3 of the Special Rules of Order. The motion was seconded by Councilmember Collazo and all were in favor.

Homero Cruz, Royal Oaks HOA President explained that residents were complaining about the many signs going up in the neighborhood, so the management company sent out letters warning the residents and asking them to take down the signs. Mr. Cruz stated that the HOA was just following the bylaws.

Councilmember Collazo made a motion to adopt a resolution to relax the Town's signage enforcement and to work with our HOA communities and to adopt a timeframe for a finite period of time, to allow the celebratory yard signs, and once the finite time elapses, for it to go back and continue our Town's signage enforcement. The motion was seconded by Councilmember Alvarez.

After discussion, it was agreed that the celebratory yard signs could stay up until mid-June (15th of June). Mr. Cruz agreed with the discussion and stated that the HOA will be sending letters to the residents explaining that they can have these signs up on their yards until June 15th.

All were in favor.

G. Curbing Domestic Abuse (Dieguez)

Motion by Vice Mayor Rodriguez to waive Section 7.3 of the Special Rules of Order. The motion was seconded by Councilmember Collazo and all were in favor.

Councilmember Dieguez made a motion giving direction to the Public Safety Committee, to go ahead and develop a list of recommendations for aiding victims of domestic violence that the Town of Miami Lakes or neighboring municipalities can adopt to help curb with domestic abuse. He stated that the Public Safety Committee will be in touch with the State Attorney's Office, as the committee takes on this endeavor. Councilmember Collazo seconded the motion and all were in favor. Vice Mayor Rodriguez was absent.

14. MAYOR AND COUNCILMEMBER REPORTS:

None

15. MANAGER'S REPORTS

A. Budget Preparation Timeline

The Town Manager presented the item and the proposed dates for the FY2020-2021 Council Budget Calendar. Councilmember J. Rodriguez made a motion to approve. Councilmember Alvarez seconded the motion and all were in favor. Vice Mayor Rodriguez was absent.

B. Reimbursement of Building Fees

The Town Manager presented the item in conjunction with the Deputy Town Attorney. They explained the Town's ability to provide an equitable refund of a portion of their inspection to residential homeowners and to home developers as well, who may have paid a professional for a certification for an inspection related to a Town permitted project, during the period that the Building Department was not opened.

It was explained that approximately 52 residential properties exercised the option of using a certification in lieu of Town inspection. Of the 52 residential properties, approximately 20 were from individual property owners and 32 were used by developers. Also, the Lucida project used it approximately 15-20 times. It was stated that 52 inspections were completed by certifications. It was explained that the Building Department estimates that approximately 17% of the expenses go towards "inspection services". Thus, the Town Manager recommended the Town to reimburse the applicants 17% of the permit fee divided by the number of required inspections on a project. The Deputy Town Attorney stated that there is no legal impediment to do so.

To get the discussion going, Councilmember Dieguez moved the Town Attorney's recommendation and the motion was seconded by Mayor Cid.

After further discussion, the Town Manager stated that more information will be provided from the Building Department. Councilmember Collazo then made a motion to table item 12B. Councilmember J. Rodriguez and Councilmember Alvarez seconded the item simultaneously. All were in favor. Vice Mayor Rodriguez was absent.

C. All American City Award Update

The Town Manager presented the item.

Clarisell de Cardenas, Director of Communications & Community Affairs, stated that the presentation of the awards will take place virtually, and it will take place sometime in August.

D. 4th of July

The Town Manager presented the item.

Clarisell de Cardenas, Director of Communications & Community Affairs, presented several options to the Town Council for the festivities. The proposal included Fireworks to be displayed at two launch sites; parks will be closed, but fireworks will be livestreamed in the Town's social media platforms.

She explained that the Cultural Affairs Committee will work with Town Staff to promote an All American B-B-Q at home and ask residents to share those moments with Town Staff via social media for a chance of a prize. Also, she wants to put together a beautiful video of

the Mayor, Town Council, Town Committee Members, Police and Town Staff and premiere it on Independence Day. Also, she stated that they would like American flags to be displayed along Miami Lakes Drive.

Councilmember Dieguez moved to extend the meeting to 11:45 pm. The motion was seconded by Councilmember Collazo and all were in favor. Vice Mayor Rodriguez was absent.

Councilmember Collazo motion to endorse the 4th of July Proposal put together by the Town Administration and it was seconded by Mayor Cid. All were in favor. Vice Mayor Rodriguez was absent.

E. Town Manager Monthly Police Report

Javi Ruiz, Town Commander, presented the Monthly Police report. Town Commander Ruiz stated that police activity has been focused more on enforcing social distancing guidelines to be respected and making sure that orders are being respected as well. He mentioned that policer officers have also provided assistance in keeping an orderly flow at the Food distribution center and provided security at the testing site at Royal Oaks Park and at the Blood Drive.

16. ATTORNEY'S REPORTS:

The Town Attorney had nothing to report.

18. ADJOURNMENT:

There being no further business to come before the Town Council, the meeting adjourned at 11:38 pm.

Approved this 16th day of June 2020

Manny Cid, Mayor

Attest:

Gina M. Inganzo, Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Edward Pidermann, Town Manager

Subject: Electronic Waste Recycling Services– As Needed

Date: June 16, 2020

Recommendation:

It is recommended that the Town Council authorize the Town Manager to piggyback the City of Coral Gables contract IFB 2019-031 with E-Scrap, Inc. (“E-Scrap”) in accordance with Section 7 of the Town’s Procurement Ordinance 17-203 for electronic waste recycling services on an as-needed basis at no cost to the Town.

Background:

The Town’s Information Technology (“IT”) department has accumulated a large amount of electronic equipment such as computer monitors and stands, keyboards, mice, cables, etc. that are either no longer functioning or obsolete. In order to clear storage and make room for new equipment, these obsolete items need to be properly disposed of. Properly disposing of electronic waste helps conserve natural resources, reduces levels of greenhouse gas emissions, and protects public health as well as the environment.

On July of 2019, the City of Coral Gables (“Coral Gables”) issued IFB No. 2019-031, and subsequently awarded a contract for Electronic Waste Recycling Services to E-Scrap. E-Scrap is a Florida Department of Environmental Protection Agency (FDEP) recycling company that has been providing on site pick-up and proper disposal of electronic waste since 2001.

After researching the options available to the Town, Procurement recommends piggybacking the City of Coral Gables contract IFB 2019-031 with E-Scrap, Inc. under Section of Ordinance 17-203, as it will satisfy our needs effectively, while minimizing administrative costs associated with issuing a separate solicitation.

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE THE CITY OF CORAL GABLES CONTRACT IFB 2019-031 WITH E-SCRAP, INC FOR ELECTRONIC WASTE RECYCLING SERVICES, PURSUANT TO SECTION 7 OF ORDINANCE 17-203 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 7 of the Town of Miami Lakes Ordinance 17-203 ("the Town's Procurement Ordinance") authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

WHEREAS, the Town of Miami Lakes ("Town") intends to access the City of Coral Gables Contract IFB 2019-031 for electronic waste recycling services at no cost to the Town; and

WHEREAS, the Town Manager recommends authorization to procure electronic waste recycling services from the Contract at no cost to the Town; and

WHEREAS, the Town Council approves of the Town Manager's recommendations and authorizes the Town Manager to initiate electronic waste recycling services at no cost to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the award of a contract to E-Scrap, Inc. (“E-Scrap”) in substantially the form attached hereto as Exhibit “A” for electronic waste recycling services at no cost to the Town.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all steps necessary to utilize the City of Coral Gables Contract IFB 2019-031 and to execute said contract on behalf of the Town, subject to approval as to form and legality by the Town Attorney. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with E-Scrap, Inc. for electronic waste recycling services at no cost to the Town.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager by the Town’s Procurement Ordinance, the Town Manager is authorized to implement the terms and conditions of this Resolution and the contract with E-Scrap, Inc. for electronic waste recycling services at no cost to the Town.

Section 5. Execution of the Contract. The Town Manager is authorized to execute the Contract in substantially the form attached hereto as Exhibit “A” with E-Scrap, Inc. and to execute any required agreements and/or documents to implement the terms and conditions of the contract and to execute any extension and/or amendments to the contract, subject to approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

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Page **3** of **4**
Resolution No. _____

Passed and adopted this _____ day of _____, 2020.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inganzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
E-Scrap, Inc.
For
Electronic Waste Recycling Services



Agreement

I. Parties

This Agreement, 2020-21 is made this ____ day of _____, 2020, by and between _____ (“Contractor”), located at _____ and the Town of Miami Lakes (“Town”), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for Electronic Waste Recycling Services at no cost to the Town; and

Whereas Contractor has agreed to provide said goods and services to the Town in accordance with its contract with the City of Coral Gables Contract dated October 7, 2019, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town’s Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of Contract #IFB 2019-0131, which is attached hereto as Exhibit “A” and made a part of this Agreement.

Therefore, both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide electronic waste recycling services to the Town in accordance with the terms of the above referenced Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit “A”, are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Contract:

CONTRACT NUMBER

The Town of Miami Lakes’ Total Solutions for Electronic Waste Recycling Services will be referenced as Contract #2020-21.

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

**EFFECTIVE DATE**

Month_____Day_____ of 2020

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Nathalie Garcia or designee, Procurement Manager
(305) 364-6100 ext. 1166 garcian@miamilakes-fl.gov

Project Manager: Daniel Angel, Parks and Recreation Director
(305) 364-6100 ext. 1131 angeld@miamilakes-fl.gov

The point of contact for **Contractor** shall be:

Name: _____, email: _____

Title: _____, phone: _____

Contractor

Town of Miami Lakes

Signature

Edward Pidermann, Town Manager

Name (Print)

Title

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)



Exhibit "A"
CONTRACT #IFB 2019-031
Electronic Waste Recycling Services

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

Agreement # IFB 2019-031 Electronic Waste Recycling Services

THIS AGREEMENT FOR THE PROVISION OF GOODS AND SERVICES (the "Agreement"), is made as of this 7th day of October, 2019, between the City of Coral Gables (hereinafter called the "CITY"), and E-Scrap, Inc. (hereinafter called the "Supplier").

In accordance with Section 2-685 of the City of Coral Gables' Procurement Code and in consideration of the promises and the mutual covenants contained herein, the CITY agrees to retain the Supplier for the term specified herein.

WHEREAS, Supplier is interested in supplying the following goods and services; and

WHEREAS, the City is interested in engaging the Supplier to provide the following services; and

WHEREAS, the City solicited bids from qualified suppliers pursuant to City IFB No. 2019-031, which is incorporated into this Agreement by reference (the "IFB"), and the Supplier submitted a response to the IFB dated August 20, 2019, which is incorporated into this Agreement as part of Exhibit "B" and made a part hereof; and

WHEREAS, the Supplier agrees to accept this Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Supplier for a Three (3) years period to provide Electronic Waste Recycling Service to the City. However, this period may be extended at the sole discretion of the City (through the City Manager) for two (2) additional One (1) year periods, subject to negotiations of rates for each renewal term of the contract, pursuant to Procurement Code Section 2-685(i) entitled "Competitive sealed bidding (formal bids); Award."

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 The following documents shall comprise the Contract Documents ("Contract Documents"):

- 1.) This Agreement;
- 2.) Pricing Schedule – Exhibit "A"
- 3.) Supplier's Response to the IFB, attached hereto as composite Exhibit "B";
- 4.) The Supplier's Certificates of Insurance and Additional Insured Endorsements, attached hereto as Exhibit "C"; and

1.2 Any of the Contract Documents listed above but not attached hereto are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto. This Agreement incorporates all prior negotiations, agreements, and understandings applicable to the matters contained in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. The Contract Documents shall be interpreted together and in harmony with one another. However, in the case of conflict between

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this Agreement and the other Contract Documents, this Agreement shall control. The Supplier must call any known conflict or discrepancy to the City's attention, in writing, prior to executing this Agreement. In the case of any conflict between the Contract Documents regarding the obligations or responsibilities of Supplier, whichever document imposes the greater obligation on the Supplier shall be controlling.

1.3 The Supplier shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the City of any inconsistency, ambiguity, error or omission, which the Supplier may discover with respect to these documents before proceeding with the production and/or delivery of the goods contemplated herein. The issuance or the express or implied approval by the City of the Contract Documents shall not relieve the Supplier of the continuing duties imposed hereby, nor shall any such approval be evidence of the Supplier's compliance with this Agreement.

1.4 By the execution of this Agreement, the Supplier acknowledges and represents that it has received, reviewed and carefully examined the Contract Documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient, and that the Supplier has not, does not, and will not rely upon any representations or warranties by the City concerning such Contract Documents as no such representations or warranties have been or are hereby made.

ARTICLE 2 SCOPE OF WORK

This solicitation consists of receiving, loading, transporting and processing electronic material including but not limited to computer, radio and office equipment.

ARTICLE 3 PROFESSIONAL SERVICES

3.1 Basic Services. The duties and responsibilities are outlined in Article 2.

3.2 Reporting. The Supplier shall comply with the necessary reporting requirements as outlined by the Director or designee for review. In addition, the Supplier shall submit a monthly report to the Director or designee, which shall include detailed information regarding the activities of the Supplier during the previous month.

3.3 Availability of Supplier. The Supplier shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

ARTICLE 4 COMPENSATION

4.1 Basic Compensation. In full consideration of the services of the Supplier hereunder, the Supplier shall be paid an amount as described in the Pricing Schedule in Exhibit "B". The City reserves the right to contract with the Supplier for additional services. Any increase in the agreed upon amount shall be approved by City Manager or his designee, and shall be in accordance with applicable City and State regulations.

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4.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Supplier with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the City Manager or his designee.

4.3 Confidential Information. The Supplier agrees that any information received by the Supplier for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations.

4.4 Most Favored Public Entity. The Supplier represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Supplier's prices decline, or should Supplier, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

ARTICLE 5 TERMINATION

5.1 Termination for Cause.

If the Supplier breaches the conditions and obligations imposed by the Contract Documents, or if it makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is granted, to supply properly skilled workmen, or proper materials in accordance with the Contract Documents, or if it fails to make prompt payment to sub-Suppliers or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of any provision of the Contract Documents, then the City may, without prejudice to any right or remedy and after giving the Supplier five calendar days' written notice, terminate this Agreement and secure the goods contemplated herein by whatever method the City deems expedient. In such case, if applicable, the Supplier shall not be entitled to receive any further payment until the City receives, through alternate means, the goods and services contemplated herein. If any unpaid contract balance due and owing to the Supplier exceeds the costs of securing the goods and services contemplated herein (which costs shall include expenses made necessary thereby and all other damages incurred by the City), such excess shall be paid to the Supplier. If such costs and damages exceed the unpaid balance, the Supplier shall promptly pay the difference to the City. This provision shall in no way limit the City's right to claims for any additional damages, including but not limited to, liquidated damages, damages for defective or nonconforming goods, and all damages and setoffs allowable to the City in accordance with this Agreement, for which the Supplier shall be liable. If, after notice of termination for cause, it is determined for any reason that the Supplier was not in default, the rights and obligations of the City and Supplier shall be the same as though the termination had been a Termination for Convenience, as set forth herein.

5.2 Termination for Convenience.

The City may also terminate this Agreement for the City's convenience and without cause upon thirty (30) calendar days' written notice to the Supplier; except where the Supplier anticipatorily repudiates the Agreement, the City may immediately, without prior notice, terminate this Agreement for the City's convenience and without cause. If the Supplier is terminated for convenience, the Supplier shall be paid for actual and documented expenditures for labor, materials, sub-Suppliers, and the goods received and accepted by the City to the date of termination less payments made and damages for any defective or non-conforming goods,

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and less any amounts that the City is entitled to withhold pursuant to the terms of this Agreement and by law. The City shall not be liable to the Supplier for lost profits on any goods not provided and accepted by the City or any other type of consequential, special or indirect damages and Supplier hereby waives same. All costs must be fully supported by the Supplier's invoices and other documentation acceptable to the City, and shall be subject to the City's audit.

5.3 Duty to Cure and/or Remedy Defective Goods.

The Supplier shall, within three (3) working days of written notice from City, proceed to commence and diligently proceed to provide the goods requested as specified in the City's purchase order and shall correct or remedy said goods as requested by the City including the correction of defects or damage from whatever cause. The Supplier shall bear all costs of correcting such defective goods. This obligation shall survive termination of this Agreement. If the Supplier fails to commence to correct defective or nonconforming goods within three (3) business days from written Notice to Supplier, the City may correct such defective or nonconforming goods and the City may deduct such costs from any monies due, or if the defective or nonconforming goods are discovered after final payment, then Supplier shall pay such cost and expense, including attorney's fees incurred, within fourteen (14) days of receipt of a written demand from the City for reimbursement.

5.4 Nothing contained in this Agreement shall be construed to establish a period of limitation with respect to any other obligation which the Supplier might have under the Contract Documents or law. The establishment of the time periods set forth above relates only to the specific obligation of the Supplier to correct defective goods, and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Supplier's liability with respect to its obligations and any damages caused by the Supplier, including but not limited to any action commenced by the City for negligence, strict liability, breach of this Agreement or any warranties.

5.5 Termination by Supplier.

If the City fails to issue a payment for a period of thirty (30) days through no fault of the Supplier and there are no deficiencies with the invoice for payment as set forth in the Contract Documents, the Supplier may, after fourteen (14) calendar days' written notice to the City, terminate this Agreement and recover from the City, payment for actual and documented expenditures for labor, materials, and subcontractors to the date of termination, but which sum shall never exceed the amount due under the Contract Documents, less payments made, less the cost to complete any remaining, less the cost to correct any damaged, defective, or non-conforming goods, and any setoffs to which the City is entitled to under this Agreement. This sum shall be Supplier's sole remedy under this Agreement.

ARTICLE 6

INDEPENDENT CONTRACTOR, DEFENSE, INDEMNIFICATION, & HOLD HARMLESS,

6.1 Independent Contractor and Supplier. The Supplier acknowledges entering into this Agreement as an independent Contractor and Supplier, and that the Supplier shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Supplier's services, or

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those of employees of the Supplier. The City shall not withhold from sums payable to the Supplier, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Supplier, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

6.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Supplier.

6.3 Supplier warrants that it fully complies with all Federal statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal statutes and regulations. Supplier shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Supplier or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

6.4 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

6.5 Defense, Indemnification, & Hold Harmless. To the fullest extent permitted by laws and regulations, the Supplier shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of this Agreement and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Supplier, any subconsultant or subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the goods and/or services or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Supplier's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Supplier (or any subconsultant or subcontractor or any person or organization directly or indirectly employed by Supplier) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of this Agreement. Any failure of Supplier to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Supplier to debarment from consideration for future award of city contracts pursuant to Section 2-912(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

6.5.1 In any and all claims against the City or any of its elected or appointed officials, consultants, agents, or employees by any employee of Supplier, any subconsultant, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the goods and/or services or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for

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Supplier or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

6.6 The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the Supplier will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Supplier will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from Supplier or any other party, Supplier will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Supplier will reimburse CITY on a per hour basis as follows:
 - Mayor or City Commissioner: \$300.00 per hour
 - City Manager: \$250.00 per hour
 - An Assistant City Manager or Department Director: \$250.00 per hour
 - An Assistant Department Director: \$100.00 per hour
 - City Attorney or Deputy City Attorney: Prevailing market rates
 - Other City employees: \$50.00 per hour
- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

This Indemnification and Hold Harmless provision shall survive termination of the Agreement.

ARTICLE 7 INSURANCE REQUIREMENTS

7.1 Pursuant to the City of Coral Gables Code, Section 2-1007⁹²¹, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public. Consequently, prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Office of Labor Relations and Risk Management for review and approval.

INSURER REQUIREMENTS

The Contractor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

Commercial General Liability Insurance written on an occurrence basis, including but not limited to, coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

Each Occurrence Limit - \$1,000,000
Fire Damage Limit (Damage to rented premises) - \$100,000
Personal & Advertising Injury Limit - \$1,000,000
General Aggregate Limit - \$2,000,000
Products & Completed Operations Aggregate Limit - \$2,000,000

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Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

Combined Single Limit (Each Accident) - \$1,000,000

Any Auto (Symbol 1)

Hired Autos (Symbol 8)

Non-Owned Autos (Symbol 9)

MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

Workers Compensation

The standard form approved by the State of Jurisdiction

Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

REQUIRED ENDORSEMENTS

In addition to being stated on the Certificate of Insurance, the following endorsements with City approved language:

Additional insured status provided on a primary & non-contributory basis (except for Workers Compensation Insurance)

Waiver of Subrogation on all required insurance coverages.

Notices of Cancellation/Non-renewal/Material Changes on any required insurance coverage must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 – CE
Duluth, GA 30096

All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

HOW TO EVIDENCE COVERAGE TO THE CITY

The following documents must be provided to the City;

A Certificate of Insurance containing the following information:

Issued to entity contracting with the City

Evidencing the appropriate Coverage

Evidencing the required Limits of Liability required

Evidencing that coverage is currently in force

Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City

All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf.

The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

WAIVER OF INSURANCE REQUIREMENTS

Should a bidder not be able to comply with any insurance requirement, for any reason, the bidder must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

CONTRACTOR is encouraged to review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

All insurance documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance

Phone: (951) 652-2883.

Fax: (770) 325-0417

Email: cityofcoralgables@ebix.com

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When submitting Professional, Contractor and/or Vendor evidence of insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance

ARTICLE 8 SOVEREIGN IMMUNITY

8.1 **Sovereign Immunity.**

The Supplier acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Supplier against the City other than claims arising out of this Agreement. Specifically, the Supplier acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Supplier acknowledges that this Agreement in no way estops or affects the City's exercise of its regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Supplier acknowledges that it has no right and will not make claim based upon any of the following:

- (a) Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the City. All obligations of the City are only as set forth in this Agreement;
- (b) Claims based upon negligence or any tort arising out of this Agreement;
- (c) Claims upon alleged acts or inaction by any City Employee or Agent of the City; and
- (d) Claims based upon an alleged waiver of any of the terms of this Agreement, unless such waiver is in writing and signed by an authorized representative for the City and Supplier.

ARTICLE 9 FLORIDA PUBLIC RECORDS LAW FLORIDA STATUTES CHAPTER 119, *et seq.*

9.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

**ARTICLE 10
WAIVER OF CONSEQUENTIAL DAMAGES**

10.1 The Supplier waives claims against the City for consequential damages arising out of or related to this Agreement or its performance, including but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any Work not performed by Supplier.

**ARTICLE 11
RESOLUTION OF DISPUTES; GOVERNING LAW AND VENUE**

11.1 Supplier understands and agrees that all claims by Supplier against the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted for resolution in the following manner. Any claims by Supplier arising under this Agreement shall be submitted in writing, with all supporting documentation, to the City Manager as identified in the Notice provisions herein with a copy to the City's Chief Procurement Officer. Upon receipt of said notification City Manager or his designee shall review the issues relative to the dispute or Claim, and issue a written finding within ninety (90) calendar days from the date of submission of the dispute or Claim consistent with Section 2-913 of the City of Coral Gables Code of Ordinances, unless the City Manager or his designee requires additional time to gather information or allow the parties to provide additional information. During the pendency of any dispute and after a determination thereof, the Supplier, City Manager, and City shall act in good faith to mitigate any potential damages. The decision of the City Manager shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence. A party may seek judicial relief pursuant to the Florida Rules of Appellate Procedure, provided that the claimant shall not be entitled to such judicial relief if they have not followed the procedure outlined herein. Indeed, the Parties hereto agree that a failure to comply with the dispute resolution procedures outlined in this Article shall constitute a failure to exhaust administrative remedies and, therefore, bar any potential judicial action related thereto.

11.2 This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement and/or the Contract Documents shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

**ARTICLE 12
SUCCESSORS AND ASSIGNS**

12.1 The City and the Supplier each binds itself, its partners, successors, assigns and

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legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Supplier shall not assign this Agreement without the express prior written consent of the City, nor shall the Supplier assign any monies due or to become due to it hereunder, without the express prior written consent of the City.

ARTICLE 13 MODIFICATION

13.1 No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

ARTICLE 14 RIGHTS AND REMEDIES

14.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 15 WAIVER

15.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 16 SEVERABILITY; SURVIVAL

16.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

ARTICLE 17 UNCONTROLLABLE FORCES

17.1 Neither the City nor Supplier shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

17.2 Neither party shall, however, be excused from performance if nonperformance is

due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 18 WRITTEN NOTICE

18.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below for such party. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice.

For the City:
City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134

For Supplier:
Gustavo Saliva
E- Scrap, Inc.
2220 East 11th Avenue
Hialeah, FL 33013

cc: City Attorney

ARTICLE 19 AUDITS

19.1 The Supplier shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Supplier shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Supplier shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Supplier agrees that City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Supplier and made available to the City during the terms of this Agreement and for a period of three (3) years thereafter unless City's written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by Supplier at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Supplier shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Supplier's place of business.

Agreement # IFB 2019-031 Electronic Waste Recycling Services

In the event that an audit is conducted by Supplier specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Supplier, then Supplier shall file a copy of the audit report with the City's Auditor within thirty (30) days of Supplier's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Supplier to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

18.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Supplier regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Supplier, then the difference shall be either repaid by Supplier to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Supplier from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Supplier, then the difference shall be paid to Supplier by cash payment.

ARTICLE 20 AVAILABILITY OF FUNDS

20.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 In performance of the services, the Supplier will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Supplier to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to this Agreement.

ARTICLE 22 CONFLICT OF INTEREST

22.1 Supplier covenants that no person employed by the Supplier which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Supplier further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Supplier or its employees must be disclosed in writing to City.

22.2 Supplier is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

22.3 The Supplier represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Supplier agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval

Agreement # IFB 2019-031 Electronic Waste Recycling Services

from the City. Upon request of the Supplier, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

ARTICLE 23 FEDERAL AND STATE TAXES

23.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Supplier. The Supplier shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Supplier be authorized to use the City's Tax Exemption Number in securing such materials.

ARTICLE 24 CONTINGENT FEES

24.1 The Supplier warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Supplier, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Supplier, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 ENTIRETY OF AGREEMENT

25.1 The City and the Supplier agree that this Agreement and the Contract Documents sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement and the Contract Documents supersede all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Supplier pertaining to the services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

The following documents are made an integral part of this Agreement:

A. Insurance Certificates

ARTICLE 26 COUNTERPARTS

26.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

ARTICLE 27 CONFIDENTIALITY

27.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Supplier under this Agreement shall be made available to any individual or organization by

Agreement # IFB 2019-031 Electronic Waste Recycling Services

the Supplier without prior written approval of the City.

ARTICLE 28 OWNERSHIP OF DOCUMENTS

28.1 Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

ARTICLE 29 TRUTH-IN-NEGOTIATION CERTIFICATE

29.1 Execution of this Agreement by the Supplier shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

29.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 30 STANDARD OF CARE

30.1 The Supplier shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances, and the Supplier shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

30.2 The Supplier warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 31 NON-DISCRIMINATION

31.1 EEO and ADA. The contractor must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

31.2 It is understood that the Supplier shall not discriminate against any individual in the performance of the contract with respect to hire, tenure, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, or any other legally protected class.

31.2 City Policy Regarding Conduct. All contractors, their employees, agents and subcontractors must abide by the City's policies regarding conduct. Discrimination, harassment,

and/or violations of this clause and City non-discrimination policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

**ARTICLE 32
WAIVER OF TRIAL BY JURY**

32.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. FURTHERMORE, CITY AND SUPPLIER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, OR COUNTERCLAIM BASED UPON THE CONTRACT DOCUMENTS, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE TRANSACTIONS CONTEMPLATED HEREIN, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

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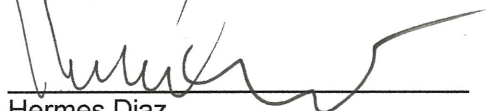
Draft Agreement #IFB 2019-031 Electronic Waste Recycling Services

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above written.

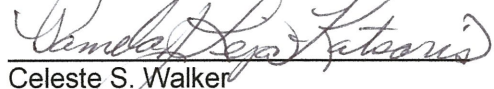
Approved as to Insurance:


David J. Ruiz
Risk Management Division

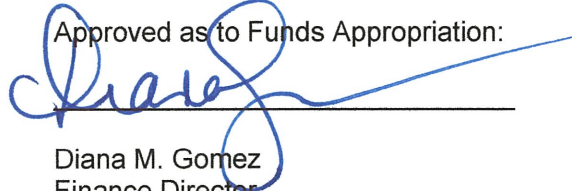
Approved by Department Head
or head of negotiations team as to
the negotiated business terms:


Hermes Diaz
Public Works Director

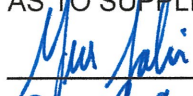
Approved as to compliance with applicable
Procurement Requirements:

for 
Celeste S. Walker
Procurement Officer

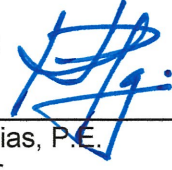
Approved as to Funds Appropriation:

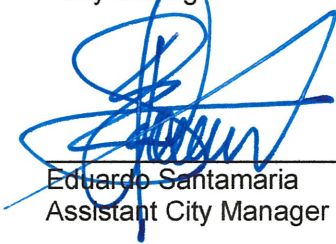

Diana M. Gomez
Finance Director

AS TO SUPPLIER:


President, E-Scrap Inc.
Title:

AS TO CITY:


Peter J. Iglesias, P.E.
City Manager


Eduardo Santamaria
Assistant City Manager

ATTEST:


Billy Y. Urquiza
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Miriam Soler Ramos
City Attorney

ATTEST:

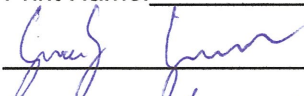
Name

Corporate Secretary

(SEAL)

(OR) WITNESSES (2): 

Print Name: Luz Rincón


Print Name: George Graveran



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Edward Pidermann, Town Manager

Subject: Managed Print Solutions and Additional Technology Related Products– As Needed

Date: June 16, 2020

Recommendation:

It is recommended that the Town Council authorize the Town Manager to piggyback the Region 4 Education Service Center (ESC) contract R171405 with Toshiba America Business Solutions, Inc. (“Toshiba”) in accordance with Section 7 of the Town’s Procurement Ordinance 17-203 for managed print solutions and additional technology related products on an as-needed basis in an amount not to exceed budgeted funds.

Background:

In February 2020, the Town piggybacked Contract R171405 solely for the lease of copiers. Since then, additional needs have arisen for products that are also available under this contract. After reevaluation, it is in the Town’s best interest to piggyback the entire contract for services such as conference room solutions, virtual meeting software, and other types of products such as printers which the Town may need from time to time.

Aside from saving on administrative costs associated with preparing a solicitation, utilizing cooperative purchasing contracts is one of the most time and cost-efficient means for procuring resources with limited competition and relatively small project requirements. The low pricing available on these contracts is due to the significantly greater volumes of requirements that larger entities can leverage to take advantage of economies of scale. Through these contracts, the Town has access to pricing it would not otherwise be able to obtain through the formal competitive bidding process.

After researching the options available to the Town, Procurement recommends piggybacking the entire Region 4 Education Service Center (ESC) contract R171405 with Toshiba America Business Solutions, Inc., which is active until October 2022, under Section of Ordinance 17-203, as it will satisfy our needs effectively, while minimizing administrative costs associated with issuing a separate solicitation.

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF MANAGED PRINT SOLUTIONS AND ADDITIONAL TECHNOLOGY RELATED PRODUCTS ON AN AS NEEDED BASIS; AUTHORIZING THE TOWN MANAGER TO UTILIZE REGION 4 EDUCATIONAL SERVICE CENTER (“ESC”) CONTRACT R171405 WITH TOSHIBA AMERICAN SOLUTIONS PURSUANT TO SECTION 7 OF ORDINANCE 17-203 (THE TOWN’S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 7 of the Town of Miami Lakes Ordinance 17-203 (“the Town’s Procurement Ordinance”) authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

WHEREAS, the Town currently piggybacks Region 4 Educational Service Center (“ESC”) Contract R171405 with Toshiba American Solutions (hereinafter referred to as “Contract”) solely for the lease of copiers; and

WHEREAS, it is in the Town’s best interest to piggyback the entire contract for managed print solutions and additional technology related products;

WHEREAS, the Town Manager recommends authorization to procure managed print solutions and additional technology related products from the Contract not to exceed budgeted funds; and

WHEREAS, the Town Council approves of the Town Manager's recommendations and authorizes the Town Manager to initiate purchases off the Contract in amounts not to exceed budgeted funds for these goods and services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the award of a contract to Toshiba American Solutions in substantially the form attached hereto as Exhibit "A" for managed print solutions and additional technology related products not to exceed budgeted funds.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all steps necessary to utilize Region 4 Educational Service Center ("ESC") Contract R171405 and to execute said contract on behalf of the Town, subject to approval as to form and legality by the Town Attorney. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with Toshiba American Solutions, Inc. for managed print solutions and additional technology related products not to exceed budgeted funds.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the contract with Toshiba American Solutions for managed print solutions and additional technology related products per budgeted funds.

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Contract in substantially the form attached hereto as Exhibit “A” with Toshiba American Solutions and to execute any required agreements and/or documents to implement the terms and conditions of the contract and to execute any extension and/or amendments to the contract, subject to approval as to form and legality by the Town Attorney.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

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Passed and adopted this _____ day of _____, 2020.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
Toshiba American Solutions
For
Managed Print Solutions and Additional Technology Related
Products



Agreement

I. Parties

This Agreement, 2020-25 is made this ____ day of _____, 2020, by and between _____ (“Contractor”), located at _____ and the Town of Miami Lakes (“Town”), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for managed print solutions and additional technology related products in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said goods and services to the Town in accordance with its contract with the Region 4 Education Service Center Contract R171405 except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town’s Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of Contract R171405, which is attached hereto as Exhibit “A” and made a part of this Agreement.

Therefore both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide goods and services to the Town in accordance with the terms of the above referenced Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit “A”, are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Contract:

CONTRACT NUMBER

The Town of Miami Lakes’ Managed Print Solutions and Additional Technology Related Products Agreement will be referenced as Contract #2020-25.

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

**EFFECTIVE DATE**

Month_____Day_____ of 2020

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Nathalie Garcia or designee, Procurement Manager
(305) 364-6100 ext. 1166 garcian@miamilakes-fl.gov

Project Manager: German Cure, Strategic Planning, Performance & Innovation
(305) 364-6100 ext. 1122 cureg@miamilakes-fl.gov

The point of contact for **Contractor** shall be:

Name: _____, email: _____

Title: _____, phone: _____

Contractor

Town of Miami Lakes

Signature

Edward Pidermann, Town Manager

Name (Print)

Title

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)



Exhibit "A"
CONTRACT R171405

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract R171405

for

Managed Print Solutions

with

Toshiba America Business Solutions, Inc.

Effective: March 1, 2018

The following documents comprise the executed contract between the Region 4 ESC and Toshiba America Business Solutions, Inc., effective March 1, 2018:

- I. Appendix A Vendor Contract
- II. Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of October 24, 2017, by and between Toshiba America Business Solutions, Inc. and Region 4 Education Service Center ("Region 4 ESC") for the purchase of **Managed Print Solutions***

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, 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 will be incorporated into the final contract "Vendor 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 Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities, and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities, and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R_171405.**"
 - Vendor delivers goods/services directly to the participating agency.
 - Awarded vendor invoices the participating agency directly.

- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **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.

- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **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 simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **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:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8 **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9 **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or 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 and/or material that 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 and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

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 become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

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

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC’s sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of

any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense 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 manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor'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 accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1)

year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities 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 to eligible agencies 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 or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor 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.
- 11.3 **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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or 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 solicitation. 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.
- 11.4 **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.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **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.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that 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. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor 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.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, 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 Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on best effort attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including

any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked 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 vendor. Offeror are 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.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Toshiba America Business Solutions, Inc.
Address 9740 Irvine Boulevard
City/State/Zip Irvine, California 92618
Telephone No. 949-462-6000
Fax No. 949-462-2557
Email address GEM@tabs.toshiba.com
Printed name Walter Holloman
Position with company Vice President, Enterprise Administration
Authorized signature 

Acknowledgement of Addendum Number(s): 1, 2

Accepted by The Cooperative Purchasing Network:

Term of contract March 1, 2018 to February 28, 2021

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

Print Name


Region 4 ESC Authorized Board Member

Print Name

Region 4 Contract Number B171405

10/24/17
Date

With the State of
Hawaii
agreement
commencing on
October 24,
2017.

10/24/17
Date

Region 4 Education Service Center

Solicitation Number 17-14

Request for Proposal for Managed Print Solutions

Submitted by:

Toshiba America Business Solutions, Inc.
9740 Irvine Boulevard
Irvine, CA 92618

Mike Straka, National Business Development Manager
Government & Education Contracts
Office: 502-403-5926 Email: mike.straka@tbs.toshiba.com



Partner with the Leader in Managed Print and Content Solutions



**Award-Winning
Products**



**Document &
Device Security**



**Encompass Managed
Print Services**



**Ellumina Digital
Signage Services**



**Professional Services
& Software Solutions**



Eco Innovation

TOSHIBA
Leading Innovation >>>

July 17, 2017

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092
Attention: Crystal Wallace
Purchasing Cooperative Specialist

Re: Toshiba America Business Solutions, Inc.
Solicitation Number 17-14
Managed Print Solutions

Dear Crystal,

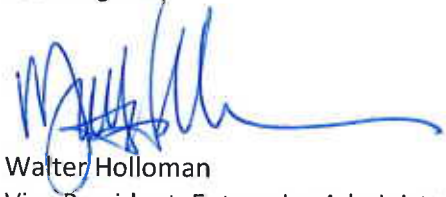
Toshiba is pleased to submit our proposal to Region 4 Education Service Center (ESC) and The Cooperative Purchasing Network (TCPN) in response to Solicitation Number 17-14 for Managed Print Solutions. We thank you for this opportunity.

Toshiba's mission under this program is to deliver a reliable and cost effective vehicle for participating members to acquire our portfolio of products and services being offered under this contract and to exceed all of your Managed Print Solutions requirements. This contract builds upon the foundation already established as the current vendor on the National IPA Alliance Copier Contract and other major purchasing cooperatives nationwide.

To support our relationship, Toshiba will leverage our in-place Government and Education team led by Mike Straka, National Business Development Manager, and Martin Quinn, Director, FED/SLED & Public Sector, who will be the key interfaces between Toshiba and Region 4/TCPN. Mike, 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 Managed Print Solutions Program is operating efficiently and cost effectively.

Please feel welcome to contact Mike at 502-403-5926, or Martin at 240-731-9962, with any questions you may have regarding this proposal.

Best Regards,



Walter Holloman
Vice President, Enterprise Administration
Toshiba America Business Solutions, Inc

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Please note, Toshiba is offering pricing based on a discount from MSRP for our products (MFD line) and has provided fixed price for all other line items of Managed Print Services.

Both are Indefinite Quantity.

Percentage discounts will apply based on breadth of MPS



7145 West Tidwell Road ~ Houston, Texas 77092
(713) 462-7708
www.esc4.net

Publication Date: June 1, 2017

ADDENDUM NO.1
SUBMITTAL DEADLINE: Tuesday, July 18, 2017 @ 2:00 PM CT

Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Purchasing Cooperative Specialist at questions@esc4.net or (713) 744-8189 no later than June 23, 2017 at 5pm CT. All questions and answers will be posted to both www.esc4.net and www.tcpn.org under [Solicitations](#). Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

Request for Proposal (RFP)
by

Region 4 Education Service Center ("ESC")

for
Managed Print Solutions

On behalf of itself, other government agencies and non-profits, made
available through The Cooperative Purchasing Network "TCPN."

Solicitation Number 17-14

Note: Envelopes must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of vendor. Electronic submissions of the RFP will not be accepted. **Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CT, at which time the bid opening process shall commence. Proposals will be collected in a conference room to be determined by Region 4 ESC and opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, shall be disqualified.**

This Addendum No. 1 amends the Request for Proposals (RFP) for Managed Print Solutions 17-14 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum 1 is hereby issued to address the following:

1. **Pre-Proposal Conference: June 21, 2017 from 11:00 AM to Noon, Central Standard Time,** attended via a conference call (no face-to-face meeting will be provided):

→ [Join Skype Meeting](#)

Trouble Joining? [Try Skype Web App](#)

Join by phone

Toll number: [+1 \(832\) 856-4663](#) (Dial-in Number)

[Find a local number](#)

Conference ID: 13945547

[Forgot your dial-in PIN?](#) | [Help](#)

2. Per Para 4.9, Specifically, "...Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN." Is this an approval we can receive at the time of submission or will it only be made post award? [Answer: Yes, as long as the resellers are named in your response. Region 4 ESC must approve all future resellers, dealers, or distributors.](#) The reason I am inquiring is we prefer to have resellers perform smaller engagements as they have a local presence and are able to service smaller clients with the appropriate scope and depth of service while larger more robust engagements allow us to utilize our technology and/or on-site based solutions. While we will use resellers both direct and indirect, it is really our preference to have the option for both so we can maximize our offerings to any and all customers.

Will TCPN allow for us to submit a proposal that upon award will give us the option to add distributors/dealers in a manner that allows them to directly receive purchase orders and payments from authorized TCPN users? [Answer: Yes, however the contract holder is responsible for reporting all sales under the agreement.](#)

Referenced section provided below:

4.9. Adding authorized distributors/dealers: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

3. Is physical attendance of pre-proposal conference required on June 21, 2017? Answer: No, you may attend via conference call number listed in #1.
4. RFP states that there will be a pre-bid meeting on June 21st but we do not see location or time of pre-bid meeting in RFP document. Can you provide information and also if there will be a call in number for those wishing or needing to attend remotely? Answer: See #1 for call in details
5. RFP asks for "Value Add" offerings in Appendix G. If we offer Multifunctional Devices (ie: Copier and Printer Based Multifunctional Devices), Wide Format Printers/Copiers, Software Solutions, Digital Duplicators and other related products and services, should we bid these items and will Region 4 ESC consider for award? Answer: Yes, you may respond with additional offerings. Please review page 12 of 163 and page 13 of 163 for award process details.
6. Will there be a Pricing Template or spreadsheet provided for pricing/cost responses? Answer: No. If no, is each vendor to create or provide its own template or schedules? Answer: Yes.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Toshiba America Business Solutions, Inc.
Address 9740 Irvine Boulevard
City/State/Zip Irvine, California 92618
Telephone No. 949-462-6000
Fax No. 949-462-2557
Email address GEM@tabs.toshiba.com
Printed name Walter Holloman
Position with company Vice President, Enterprise Administration
Authorized signature 

Acknowledgement of Addendum Number(s): 1

Accepted by The Cooperative Purchasing Network:

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 Contract Number _____



7145 West Tidwell Road ~ Houston, Texas 77092
(713) 462-7708
www.esc4.net

Publication Date: June 1, 2017

ADDENDUM NO.2
SUBMITTAL DEADLINE: Tuesday, July 18, 2017 @ 2:00 PM CT

Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Purchasing Cooperative Specialist at questions@esc4.net or (713) 744-8189 no later than June 23, 2017 at 5pm CT. All questions and answers will be posted to both www.esc4.net and www.tcpn.org under [Solicitations](#). Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

Request for Proposal (RFP)
by

Region 4 Education Service Center ("ESC")

for
Managed Print Solutions

On behalf of itself, other government agencies and non-profits, made available through The Cooperative Purchasing Network "TCPN."

Solicitation Number 17-14

Note: Envelopes must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of vendor. Electronic submissions of the RFP will not be accepted. **Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CT, at which time the bid opening process shall commence. Proposals will be collected in a conference room to be determined by Region 4 ESC and opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, shall be disqualified.**

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Toshiba America Business Solutions, Inc.
Address 9740 Irvine Boulevard
City/State/Zip Irvine, California 92618
Telephone No. 949-462-6000
Fax No. 949-462-2557
Email address GEM@tabs.toshiba.com
Printed name Walter Holloman
Position with company Vice President, Enterprise Administration
Authorized signature 

Acknowledgement of Addendum Number(s): 2

Accepted by The Cooperative Purchasing Network:

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 Contract Number _____

This Addendum No. 2 amends the Request for Proposals (RFP) for Managed Print Solutions 17-14 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum 2 is hereby issued to address the following:

1. To correct link in ATTACHMENT A, Participating Addendum – State of Hawaii (page 63 of 163):

The validity of this Addendum, any of its terms or provisions, as well as the rights and duties of the parties to this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General’s General Conditions, which is made a part of this Addendum, can be found at

<http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf>

Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.

2. To replace links in DOC #11, C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM - *Introduction paragraph and 4.(a) on page 56 of 163*). Also, the below mentioned link will replace the box indicating customizable form.

New Jersey’s current Political Contributions form updated link:

www.nj.gov/dca/divisions/dlgs/resources/poli_docs/polit_contrib_disc_form.doc.



7145 West Tidwell Road ~ Houston, Texas 77092
(713) 462-7708
www.esc4.net

Publication Date: June 1, 2017

NOTICE TO OFFEROR

SUBMITTAL DEADLINE: Tuesday, July 18, 2017 @ 2:00 PM CT

Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Purchasing Cooperative Specialist at questions@esc4.net or (713) 744-8189 no later than June 23, 2017 at 5pm CT. All questions and answers will be posted to both www.esc4.net and www.tcpn.org under [Solicitations](#). Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

Request for Proposal (RFP)
by

Region 4 Education Service Center ("ESC")

for
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On behalf of itself, other government agencies and non-profits, made available through The Cooperative Purchasing Network "TCPN."

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Note: Envelopes must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of vendor. Electronic submissions of the RFP will not be accepted. **Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CT, at which time the bid opening process shall commence. Proposals will be collected in a conference room to be determined by Region 4 ESC and opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, shall be disqualified.**

ATTENTION OFFERORS:

Submission of a proposal confers NO RIGHT on an Offeror to an award or to a subsequent contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a contract. Region 4 ESC reserves the right to amend the terms and provisions of the RFP, negotiate with a proposer, add, delete, or modify the contract and/or the terms of any proposal submitted, extend the deadline for submission of proposals, ask for best and final offers, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. An individual proposal may be rejected if it fails to meet any requirement of this RFP. Region 4 ESC may seek clarification from a proposer at any time, and failure to respond within a reasonable time frame is cause for rejection of a proposal.

Please be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by the State of Texas.

Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that 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. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found on the next page of this solicitation. Any information that is unmarked 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 Education Service Center ("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. Offerors are 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.

After completion of award, these documents will be available for public inspection.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

- ☐ 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.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(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 specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Toshiba declares the following sections to be proprietary information and exempt from public disclosure in accordance with Texas Government Code - Sec. 552.104*:

Customer References: Tab 5: Appendix F References - pages 185 through 188

Pricing: Tab 6 Appendix C Pricing - entire section

*EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

July 14, 2017

Date



Vice President, Enterprise Administration

Authorized Signature & Title

Walter Holloman

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A. INTRODUCTION

I. Background on Region 4 Education Service Center

Region 4 Education Service Center ("Region 4 ESC" herein "Lead Public Agency") on behalf of itself, the state of Hawaii and all its state and local government entities and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Participating Agencies") solicits proposals from qualified Offerors to enter into a Vendor Contract ("contract") for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being "piggybackable".

Region 4 ESC's purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

II. What is the role of The Cooperative Purchasing Network ("TCPN")

The Cooperative Purchasing Network ("TCPN") assists Region 4 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the member. TCPN leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services. Through the TCPN solicitation process, Region 4 ESC awards contracts covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology and other goods and services industries.

III. Purpose of TCPN

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

IV. Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

It is the intention of Region 4 ESC to establish a contract with vendor(s) for **Managed Print Solutions**. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

While this solicitation specifically covers **Managed Print Solutions**, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means the government entity advertising, soliciting, evaluating and awarding the contract. This definition also includes a public agency that meets the definition of a political subdivision, including a county, city, school district, state, public higher education or special district.

Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Offeror: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other invitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Region 4 or TCPN.

D. GENERAL TERMS AND INSTRUCTIONS TO OFFERORS

- I. **Submission of Response:** Unless otherwise specified in the solicitation, all submitted proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Please see format requirements below. **Vendor must also submit two (2) electronic proposals (on USB drives) free of propriety information to be posted on Vendor information page if awarded a contract.**

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this proposal.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Offeror and shall be included with the response. (See Appendix D).

- II. **Proposal Format:** Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine. All forms are to be completed electronically.

Tabs should be used to separate the proposal into sections. Each tabulated section should contain both the section of the RFP referenced and the Offeror's response to that section. The following items identified must be included behind the tabs listed below. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

III. **Binder Tabs:**

- Tab 1 – Entire Vendor Contract and Signature Form (pgs. 1-15, Appendix A)
 - General Terms and Conditions Acceptance Form (Appendix D)
- Tab 2 – Questionnaire (Appendix E)
- Tab 3 – Company Profile (Appendix F, excluding References section)
- Tab 4 – Product / Services (Appendix B)
- Tab 5 – References (Appendix F)
- Tab 6 – Pricing (Appendix C)
- Tab 7 – Value Add (Appendix G)
- Tab 8 – Required Documents
 - Additional Required Documents (Appendix H)
 - Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

- IV. **Mailing of Proposals:** All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____
Company _____
Address _____
City, State, Zip _____
Solicitation Name and Number _____ Due Date and Time _____

- V. **Time for Receiving Proposals:** Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 will begin the process of opening all bids publicly by collecting all proposals received before the deadline in the room designated for the bid opening. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

VI. **Inquiries and/or Discrepancies:** Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Purchasing Cooperative Specialist at questions@esc4.net or (713) 744-8189 no later than June 23, 2017. All questions and answers will be posted to both www.esc4.net and www.tcpn.org under **Solicitations**. Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

VII. **Restricted and Prohibited Communications with Region 4 ESC:** During the period between the date Region 4 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in Section "Inquiries and/or Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

VIII. **Calendar of Events (subject to change):**

<u>Event</u>	<u>Date:</u>
Issue RFP	June 1, 2017
Pre-proposal Conference	June 21, 2017
Deadline for receipt of questions via email	June 23, 2017
Issue Addendum/a (if required)	To Be Determined
Proposal Due Date	July 18, 2017
Approval from Region 4 ESC	October 2017
Contract Effective Date	March 1, 2018

CONDITIONS OF SUBMITTING PROPOSALS

IX. **Amendment of Proposal:** A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

X. **Withdrawal of Proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any contracts entered into prior to Region 4 ESC receiving notice must be honored.

No Offeror should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

XI. **Clarifications:** Offeror may receive a written request to clarify, in writing, its proposal in order to determine whether a proposal should be considered for award. The process of clarification is not an opportunity for an Offeror to revise or modify its proposal, and any response by an Offeror to a written request for clarification that attempts to revise or modify its proposal shall be given no effect. The purpose of the request for clarification will be solely made for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, which may be corrected or waived in the leading agency's sole discretion.

XII. **Non-Responsive Proposals:** All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the contract, and the Offeror shall receive notice of the rejection of its proposal.

XIII. **Negotiations:** Region 4 ESC shall determine which responsive proposals are in the competitive range and/or are reasonably susceptible of being selected for award. Proposals not in the competitive range may not be further evaluated. Proposals in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that Region 4 ESC decides to conduct negotiations, notice shall be provided to each Offeror whose proposal is being considered for award, which notice may identify, in general terms, the elements or factors upon which Region 4 ESC intends to base its negotiations. Offerors will not be assisted, in any way, to bring their proposal up to the level of other proposals through discussions. During the course of negotiations, no Offeror's technical proposal or pricing shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Region 4 ESC will also not indicate to Offeror a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Offerors' proposals or prices.

XIV. **Best and Final Offer:** Region 4 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

XV. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

XVI. **Quality of Materials or Services:** Offeror shall state the brand name and number of the materials being provided. If none is indicated then it is understood that the offeror is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

XVII. **Samples:** Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements.

Submissions may be rejected for failing to submit samples as requested.

XVIII. **Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 4 ESC to award a manufacturer's complete line of products, when possible.

XIX. **Formation of Contract:** A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 4 ESC. A contract is formed when Region 4 ESC's board signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response thus, eliminating the need for a formal signing process.

XX. **Estimated Quantities:** Region 4 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services, however, Region 4 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract is estimated to be up to and in excess of \$13__ million a year. This information is provided solely as an aid to contract vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

XXI. **Multiple Awards:** membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 4 ESC

to fulfill current and future needs, Region 4 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 4 ESC.

- XXII. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 4 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

- XXIII. **Award or Rejection of Proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to participating agencies, price and other factors considered. Region 4 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, a proposal must have been submitted on time, and satisfy all mandatory requirements identified in this solicitation. Proposals that are materially non-responsive will be rejected and the Offeror will be provided notice of such rejection.

- XXIV. **Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

1. Scope and breadth of products available
2. All products and services available
3. Pricing for all available products and services
4. Pricing for warranties on all products and services
5. Ability of Customers to verify that they received contract pricing
6. Payment methods
7. Other factors relevant to this section as submitted by the proposer

Performance Capability (25 Points)

1. Ability to deliver products and services nationally
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Offeror's safety record
15. Instructional materials
16. Other factors relevant to this section as submitted by the proposer

Qualification and Experience (25 Points)

1. Offeror's reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 4 ESC and/or TCPN members
4. Experience and qualification of key employees

5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 10 customer references relating to the products and services within this RFP
10. Other factors relevant to this section as submitted by the proposer

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the proposer

XXV. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXVI. Evaluation: A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance.

XXVII. Past Performance: An Offeror's performance and actions under previously awarded contracts are relevant in determining whether or not the Offeror is likely to provide quality goods and services to TCPN members; including the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer.

OPEN RECORDS POLICY

XXVIII. Proprietary Information: Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that 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. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledge and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked 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.

After completion of award, these documents will be available for public inspection.

PROTEST OF NON-AWARD

XXIX. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CT. No protest shall lie for a claim that the selected Vendor is not a responsible Offeror. Protests shall be filed with Robert Zingelmann and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested.
5. Any protest review and action shall be considered final with no further formalities being considered.

LIMITATION OF LIABILITY

XXX. Waiver: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE COOPERATIVE PURCHASING NETWORK AND REGION 4 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE 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.

XXXI. NEITHER REGION 4 ESC NOR TCPN SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED VENDOR 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 A PROPOSER. THE PROPOSER OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 4 ESC OR TCPN.

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of July 18, 2017, by and between Toshiba America Business Solutions, Inc. and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Managed Print Solutions

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, 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 will be incorporated into the final contract "Vendor 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 Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities, and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities, and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 Purchasing procedure:
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R_____**."
 - Vendor delivers goods/services directly to the participating agency.
 - Awarded vendor invoices the participating agency directly.

- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2 **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3 **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1 **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2 **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **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.

- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **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 simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **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:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or 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 and/or material that 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 and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

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 become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

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

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC's sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of

any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense 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 manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor'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 accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1)

year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities 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 to eligible agencies 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 or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, vendor 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.
- 11.3 **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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or 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 solicitation. 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.
- 11.4 **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.
- 11.5 **Product line**: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **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.
- 11.7 **Buy American requirement**: (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that 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. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor 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.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, 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 Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on best effort attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including

any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked 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 vendor. Offeror are 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.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Toshiba America Business Solutions, Inc.
Address 9740 Irvine Boulevard
City/State/Zip Irvine, California 92618
Telephone No. 949-462-6000
Fax No. 949-462-2557
Email address GEM@tabs.toshiba.com
Printed name Walter Holloman
Position with company Vice President, Enterprise Administration
Authorized signature 

Acknowledgement of Addendum Number(s): 1, 2

Accepted by The Cooperative Purchasing Network:

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 Contract Number _____

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

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

☐ We take no exceptions/deviations to the general terms and conditions

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

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

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
<i>Please refer to</i>	<i>the attached.</i>		

Toshiba Clarifications to TCPN / Region 4 ESC Solicitation Number 17-14 for Managed Print Solutions

Toshiba has reviewed TCPN/Region 4 ESC's Request for Proposal ("RFP") and have prepared the requested Managed Print Solutions Proposal for your consideration. Although the Proposal is based on the requirements included in your RFP, our Proposal does include some responses that are slightly different. This Attachment D and our Proposal explain those differences. In addition, we have included a copy of Toshiba's standard Master Print Services Agreement that will be used when establishing a contract with an individual TCPN Member. The document will be customized based on the TCPN Member's specific requirements and State of residency.

Please note that Toshiba agrees to negotiate a solution that is acceptable to both parties if any of the below clarifications or the Master Print Services Agreement are inconsistent with Texas law, or are otherwise unacceptable to TCPN/Region 4 ESC. Our team is also prepared to discuss our Proposal in detail, and adjust our proposed equipment, support services, terms, and/or price offering based on TCPN's final requirements. Upon award of this RFP, Toshiba agrees to negotiate a final Vendor Contract that incorporates the mutually agreed terms contained in TCPN/Region 4 ESC's RFP, our Proposal, and Toshiba's Master Print Services Agreement.

Toshiba provides the following clarifications to the listed Region 4 ESC/TCPN RFP requirements.

APPENDIX A VENDOR CONTRACT AND SIGNATURE FORM			
<i>Section / Page</i>	<i>Term, Condition, or Specification</i>	<i>Clarification / Exception / Deviation</i>	<i>Region 4 Accepts</i>
2.1 & 2.2	Anticipated Term of Agreement	Administrative fees shall be honored up to the date of termination.	
1.5	Customer Support	Response times shall be set forth in the Master Print Services Agreement	
3.3	Offeror's Promise	Toshiba cannot guarantee the price relationship of TCPN's contract price offer compared to other Toshiba contract offerings, as the TCPN Contract offering has been customized based on the estimated equipment quantities, impression volumes, agreement term, and service/support requirements included in TCPN's RFP, including the fixed price requirement. Additionally, Toshiba does not have the means to compare the various contract offerings between our customers.	
4.1 & 4.2	Offeror Contract Documents & Form of Contract	We have included a copy of Toshiba's standard MPS Statement of Work that will be used when establishing a contract with an individual TCPN Member.	
4.4	Assignment	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	

APPENDIX A VENDOR CONTRACT AND SIGNATURE FORM			
Section / Page	Term, Condition, or Specification	Clarification / Exception / Deviation	Region 4 Accepts
		and services.	
4.8	Supplemental Agreements	Toshiba offers Managed Print Services and many of the products offered in this proposal offer greater value to TCPN members when combined with MPS. Attachment 1 to this Appendix D is Toshiba's Managed Print Services Statement of Work which may be used in a Vendor Contract with members to provide such value.	
5.1 & 5.2	Cancellation for Non-Performance or Contractor Deficiency & Term for Cause	<p>Toshiba agrees that TCPN can terminate the Agreement for Toshiba's material breach and stop placing orders for any additional equipment with 30-days prior written notice if the purchase volume is determined to be low during any 12-month period. However, this cancellation provision does not pertain to any equipment installed prior to TCPN's termination notice. In the event TCPN terminates the Agreement, individual TCPN Member equipment placements will continue until their scheduled expiration date, and continue to be governed by, and be subject to, the terms and conditions of Agreement between the TCPN member and Toshiba.</p> <p>Toshiba also acknowledges a TCPN Member's right to terminate the Agreement due to Toshiba's failure to provide the contracted Services, provided the TCPN 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.</p>	
5.3	Delivery/Service Failure	<p>Toshiba equipment deliveries can normally be expected within two to three weeks following the receipt of a TCPN Member's equipment/purchase order, except during times of product constraint. Toshiba will inform the TCPN Member if a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the TCPN Member can cancel the order without penalty to either party.</p> <p>Toshiba agrees that it will be responsible for any additional costs incurred by a TCPN Member if Toshiba fails to deliver the requested</p>	

APPENDIX A VENDOR CONTRACT AND SIGNATURE FORM			
Section / Page	Term, Condition, or Specification	Clarification / Exception / Deviation	Region 4 Accepts
		service(s) in a timely manner, providing the TCPN 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 TCPN Member is expected to pay all undisputed amounts, including the Monthly Minimum Charge, which is not subject to dispute at any time.	
5.4	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 TCPN 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 TCPN's payment suspension. Equipment Lease payments shall not be suspended.	
5.5	Standard Cancellation	Toshiba recognizes a TCPN 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 a liquidated damages. 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.	
7.1	Delivery	See comment at 5.3 above	

APPENDIX A VENDOR CONTRACT AND SIGNATURE FORM			
Section / Page	Term, Condition, or Specification	Clarification / Exception / Deviation	Region 4 Accepts
7.2	Inspection & Acceptance	Unless the delivery is preceded by a Trial order, the equipment will be deemed accepted on the equipments installation date, which is the date Toshiba determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the TCPN 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.	
8.4	Reporting	Reporting format shall be mutually agreed upon. For equipment previously delivered and accepted termination under this provision shall not be allowed.	
9.1	Best Price Guarantee	Toshiba cannot guarantee that any future price reduction will automatically pass to TCPN, as the TCPN contract offer is not based on standard published prices. However, additional order time discounts may be available based on the size and duration of the order.	
9.2	Price Increase	Toshiba agrees with this provision providing the TCPN 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.	
10.1	Audit Rights	Audits shall not be performed more frequently than once per year.	
11.6	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	

APPENDIX A VENDOR CONTRACT AND SIGNATURE FORM			
Section / Page	Term, Condition, or Specification	Clarification / Exception / Deviation	Region 4 Accepts
		<p>agreement. If the maintenance agreement is cancelled or it is not renewed Toshiba' obligation to repair or replace equipment ceases.</p> <p>Warranty Conditions (applicable to lease): Toshiba provides warranty by way of a monthly billed maintenance agreement, which is a mandatory part of the 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.</p> <p>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".</p>	
11.7	Buy American requirement	This provision shall not be applicable.	
13.1	Funding out Clause	<p>Toshiba acknowledges the TCPN 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, TCPN 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 TCPN Member will be required to return the</p>	

APPENDIX A VENDOR CONTRACT AND SIGNATURE FORM			
Section / Page	Term, Condition, or Specification	Clarification / Exception / Deviation	Region 4 Accepts
		equipment to Toshiba in good working condition, reasonable wear and tear accepted. The TCPN 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	
13.3	Indemnity	<p>Toshiba, to the extent permissible by law, submits the following with respect to indemnity:</p> <p>Toshiba shall defend, indemnify and hold harmless TCPN. 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 TCPN, its members' or its employees' actions or omissions.</p> <p>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</p>	

Toshiba Master Services Agreement

TOSHIBA MASTER PRINT SERVICES AGREEMENT ("Agreement")

This Managed Print Services Agreement, dated as of the _____ of _____, is entered into by and between Toshiba America Business Solutions, Inc. (hereinafter called "Toshiba"), a California corporation, with a principal place of business at 9740 Irvine Blvd., Irvine, CA 92618, a California and _____ a _____ corporation, with its principal place of business at _____ (hereinafter called "Customer"). Toshiba and Customer hereinafter collectively referred to as the "Parties" and singularly "Party").

The following terms shall have the meanings ascribed to them in the Agreement and Attachments:

"Attachment" means any Attachments (including any schedules or exhibits, alone or attached thereto and other Attachments) appended to this Agreement. Each Attachment identified below is incorporated into this Agreement as if fully set forth herein. As of the Effective Date, the Attachments are as follows:

- Attachment 1 - New Product Service Level Agreement
Schedule A – Total Quality Commitment Program
- Attachment 2 - Managed Print Statement of Work
- Attachment 3 - *Authorized Product
- Attachment 4 - *Master FMV Lease Agreement
- Attachment 4A- *Master FMV Lease with Maintenance Agreement
- Attachment 5 - *Master FMV Lease Schedule
- Attachment 5A- *Master FMV Lease with Maintenance Schedule
- Attachment 6 - Billing Program
Schedule B – Printer Service Schedule
- Attachment 7 - Customer Acknowledgement Form

* To Be Published or Finalized with TCPN Participating Entity contract

"Consultative Services" means a process whereby Toshiba shall evaluate the current inventory of copiers, printers, MFDs and facsimile models in use at a given Customer location, recommend the optimal and most cost effective inventory of copiers, printers, MFDs and facsimile models for that location and all similarly situated locations, and implement a recommended *Document Output Management Plan*.

"Cost-Per-Impression" means a Services price that includes Supplies and is structured as an impression charge for single-sided page of output no greater than 8.5" x 14" (legal-size) produced on the MFD and which causes the MFD Product to increment by one. By way of example, a single 11 x 17" page, or a duplexed (double-sided) page of 8.5" x 11" or 8.5" x 14" would each be equivalent to two (2) impressions.

"Document Output Management Plan" a plan that is adopted and derived from the Consultative Services whereby Toshiba evaluated and recommended the optimal and most cost effective inventory of copiers, printers, MFDs and facsimile models at Customer locations, which may implement, in tandem with one another, at different intervals, in part or in whole, retirement of certain Existing Equipment, installation of new Product, and retention of Existing Equipment in order to maximize cost efficiencies. (leave in or take out – as needed)

"Effective Date" means the date this Agreement is effective.

"Existing Equipment" means all equipment that is Customer's current inventory of printers existing at Customer locations as of the Effective Date and identified in Attachment 3 and authorized for the Managed Print Services Statement of Work.

"Managed Print Service Level Agreement" a detailed description of the deliverables, tasks and services required to manage Customer's meterable printers and new Toshiba provided printers, Attachment 2.

"Product Price" shall mean Toshiba' sale price to Customer and for Toshiba brand product as set forth in Attachment 6 Billing Program.

"Product" shall mean any Toshiba-branded or other non-Toshiba new multi-function product ("MFD"), copier, facsimile machine, printer, including firmware and software, including all updates, upgrades, new versions and new releases thereof, required to meet all published functional specifications for Toshiba equipment and accessories offered by Toshiba.

"Services" means the following activities associated with Toshiba Product: labor, travel, and maintenance necessary to repair

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Product, on-going remedial maintenance services, installation services, update and upgrade services for firmware and software.

"*Servicing Provider*" Toshiba' authorized distributor, having a geographic territory for which it can provide on-going maintenance Services to repair Toshiba Product, provision Supplies, provide remedial maintenance services, provide installation services, and provide updates and upgrades for firmware and software.

"*Supplies*" means all supplies, with the exception of paper and staples that are required to produce printed output from Product utilized by Customer in the Agreement.

"*Warranty*" means the Toshiba manufacturer direct limited warranty for Toshiba Product.

1. SCOPE OF SERVICES: EQUIPMENT AND CUSTOMER LOCATIONS

Toshiba shall provide new Product, Supplies and Services for Customer's locations. Services for Toshiba Product shall be provided by in accordance with the terms and conditions established in Attachment 1. Toshiba shall also facilitate managed print services for all Meterable laser printers in accordance with the Managed Print Service Statement of Work, Attachment 2 and for the Authorized Product in Attachment 3. "Meterable Printers" are defined as laser printers whose total count meters (including individual color and monochrome meters) can be obtained electronically by use of electronic means approved by Toshiba and Customer. Customer Meterable products are collectively referred to as "Existing Equipment". Toshiba and Customer may agree to change the scope of services and in such instances the agreed changes will be written in amendment format.

- 1.1 Leased Product. All leased Product is governed by the separate stand-alone Master FMV Lease Agreement, Attachment 4 or Master FMV Lease Agreement with Maintenance Attachment 4A (if maintenance billing is consolidated with lease). Each purchasing entity that pays separately shall sign a master agreement. Lease placements may be made any time throughout the term of this Agreement and are not coterminous. The master agreement sets forth the terms and conditions and the Master FMV Lease Schedule, Attachment 5 or Master FMV Lease with Maintenance Schedule, Attachment 5A, set forth such information as the term, model number, payment and serves as a lease Purchase Order. Customer hereby consents and acknowledges that Toshiba may assign to a third party finance partner, without notice, all of Toshiba's rights, title and interest in and to (a) the equipment covered by the Agreement, including the obligation to provide the right to use the Equipment, (b) all rights and remedies therein, including the right to collect rent due thereon, to repossess the property in the event of default by Customer under the Agreement and the right to initiate and maintain such legal proceedings, and (c) Toshiba's rights as Owner under the Agreement, including the right to receive equipment payments thereunder. None of Toshiba's obligations under the Agreement, however, are assumed by the assignee. Customer agrees that the rights of Toshiba's assignee will not be subject to any claims, defenses, or setoffs that Customer may have against Toshiba.
- 1.2 Customer agrees (i) not to assign, transfer or sublease the Toshiba-brand Equipment without Toshiba's prior written consent, which consent shall not be unreasonably withheld or (ii) not to assert, as against Toshiba's assignee, any defense, setoff, recoupment, claim or counterclaim that Customer may have against Toshiba.

2. TERM AND TERMINATION OF SERVICES:

- 2.1 Term. This Agreement is effective as of _____, the date indicated in the opening paragraph of this Agreement, (the "Effective Date") and shall continue for a term of _____ () months ("Initial Term") and may only be terminated during the Initial Term in accordance with section 2.2 herein. The Agreement shall renew on a month to month basis until cancelled by one of the Parties ("Renewal"). During the Renewal period only, either Party may cancel upon Sixty (60) day notice.

2.2 Termination.

2.2.1. Default. Either party will be in default if (a) either party is in material breach of a representation or warranty herein material provision of the Agreement and has failed to cure such breach within fifteen (15) calendar days after receiving written notice from the non-defaulting party (b) either party becomes insolvent, is liquidated or dissolved, or a petition is filed by or against it under any bankruptcy or insolvency law, (c) the Customer does not pay within thirty (30) business days after receipt of written notice from Toshiba that Toshiba has not received such payment by the invoice due date, (d) any representation made by it in the Agreement is false or misleading in any material respect, or (e) either party defaults on any other future agreement with the non-defaulting party or its assigns.

In the event of a default, the non-defaulting party may terminate this Agreement which shall have the effect of the

Customer ceasing to place orders for Product against this Agreement and leased Product already delivered shall remain in place and Toshiba shall continue to provide Services in accordance with this Agreement.

3. AGREEMENT STRUCTURE:

This Agreement is made up of the following: This Agreement, Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 4A, Attachment 5, Attachment 5A, Attachment 6, Attachment 7, Schedule A and Schedule B. The Attachments are incorporated herein by reference. Capitalized terms not defined here are defined in the Attachments and have the same meaning. In the event of conflict between the provision of the terms of this Agreement and the Attachments, the provisions of the Attachments will take precedence and control, excluding Attachment 4 and 4A, as these are stand-alone agreements per section 1.0 and except where the parties expressly stated. The terms of a mutually agreed upon Change Authorization will prevail over those of this Agreement or any previous Change Authorization.

4. INVOICING AND PAYMENT:

As consideration for the Services to be performed by Toshiba hereunder and all other tasks, services and obligations of Toshiba, Customer unconditionally and irrevocably guarantees to pay Toshiba the amounts set forth in Attachment 6. Customer will make all payments and all the other charges required under the Agreement and any supplements when they are due and will perform all other obligations under the Agreement fully and promptly. Customer's obligations related to Existing Equipment and new Product placed into service pursuant to this Agreement come into effect upon the one of the following events, whichever occurs first: (i) Customer executes the Customer Acknowledgement Form, which is attached hereto as Attachment 7, or (ii) upon Customer's actual usage of the Product.

5. CREDIT APPLICATION:

Customer agrees, that Toshiba is under no obligation to provide Services in the event Customer is not creditworthy, as determined in Toshiba's sole discretion. Toshiba may conduct a credit investigation of Customer during the term of this Agreement and Customer will authorize contact with certain creditors and other persons or entities having credit information relating to Customer to release such information to Toshiba.

6. LIABILITY LIMITATION:

EITHER PARTY'S ENTIRE LIABILITY TO THE OTHER, EXCLUDING A PARTY'S INDEMNITY OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, AND THE OTHER PARTY'S EXCLUSIVE MONETARY REMEDIES, FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY PRODUCT, TOSHIBA'S SERVICES OR OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED \$100,000 IN THE AGGREGATE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY OR LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL FEES INCURRED UNDER THIS AGREEMENT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS 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 OR FITNESS FOR A PARTICULAR PURPOSE.

7. TAXES:

Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes) assessable on the Services and fees charged relative to this agreement. Customer agrees to reimburse Toshiba for all amounts paid or payable by Toshiba in discharge of the foregoing taxes (excluding taxes based on Toshiba net income).

8. NOTICES:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, postage and delivery charges pre-paid, and shall be sent in any of the acceptable methods: a) facsimile, with transmission confirmed b) hand delivery, c) overnight mail service or d) first-class mail or certified mail, return receipt requested, to the other Party at the address (es) herein. Any Party may change the address to which notices are to be sent by notice given in accordance with the provisions of this section. Notices hereunder

shall be deemed to have been given, and shall be effective upon actual receipt by the other Party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other Party.

Customer Name
Customer Address
Customer City, State, Zip
Attn: _____

With a copy to:

Toshiba America Business Solutions, Inc.
Attn: Legal Department
9740 Irvine Blvd.
Irvine, CA 92618

9. JURISDICTION:

This agreement shall be interpreted and enforced according to the laws of the State of California, without giving effect to its choice of law.

10. INDEMNITY:

With respect to, arising from, or in connection with this agreement, or from manufacture, maintenance, repair or use of any Product, Customer agrees to indemnify and hold harmless Toshiba and its subcontractors, agents and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the negligence or misconduct of Toshiba and its subcontractors, agents and employees.

11. ASSIGNMENT:

This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by Customer to any further owners of the covered Product without Toshiba's written consent which shall not be unreasonably withheld.

12. REMOTE ELECTRONIC DISCOVERY TOOL:

Customer agrees to allow Toshiba to install one or more instances of printer monitoring software on network-connected computers for the purpose of collecting and transmitting printer usage data. Customer agrees that the usage information gathered via the monitoring software are the sole and exclusive source of customer printer page usage information for the purposes of computing customer billing under this Agreement. In the event that the total counter for a given printer is reset during a service operation or for any other reason, Toshiba will bill using its best efforts to determine usage based on previous meter information.

Customer will have no ownership interest in the software and may not sell, transfer, assign, pledge, or in any way encumber or convey software, or modify, adapt, copy disassemble or decompile them. Toshiba will remove the software upon termination of the Agreement.

Toshiba agrees to indemnify, defend and hold customer harmless for claims, losses, liabilities or actions related to customer's use of the software product; provided, however, this indemnity extends to claims that software directly caused the loss, injury or claim. TOSHIBA IS NOT LIABLE FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER CAUSED BY THE USE OF SOFTWARE.

12. CONFIDENTIALITY:

Each Party hereby agrees that any and all confidential information exchanged between the Parties pursuant to this Agreement will not be used or disclosed by the recipient, unless such use or disclosure is required by law or is authorized by such other Party. The restrictions on the use of confidential information in this Section shall not apply to any information that is (i) independently developed by the party receiving such information without reference to such information, or (ii) was received from a third party without any obligation or restriction on use or disclosure of such information. All Confidential Information shall remain the property of, and be returned to, the disclosing party (along with all copies thereof) within thirty (30) days of receipt by the receiving party of a written request from the disclosing party setting forth the Confidential Information to be returned. In the event that a receiving party is requested or required (by third-party subpoena or discovery process in a lawsuit) to disclose any of the Confidential Information, it is agreed that the receiving party will provide disclosing party with prompt notice of such request(s) so that disclosing party may seek an appropriate protective order or other appropriate remedy.

Confidential Information means any information and data of a confidential nature, including but not limited to proprietary, developmental, technical, marketing, sales, operating, performance, cost, know-how, business and process information and all record-bearing media containing or disclosing such information and techniques which is disclosed pursuant to this Agreement.

13. TITLE AND OWNERSHIP:

All right, title and interest in and to Customer owned and leased Existing Equipment will be and remain with Customer, and Toshiba will have no title or ownership interest in such Customer owned and leased Existing Equipment. Customer will provide Toshiba reasonable access to all Customer owned and leased Existing Equipment for which Toshiba is providing Services at Customer facilities. Customer shall take any actions necessary to obtain any consents, approvals or authorizations from Third Parties having ownership to or interest in Existing Equipment as required so that Toshiba can lawfully access, operate, and repair the Existing Equipment and Customer shall indemnify Toshiba against claims related to Toshiba's servicing of the Existing Equipment.

14. INDEPENDENT CONTRACTOR:

Nothing contained in this Agreement will be construed to constitute Toshiba and Customer as partners, joint venturers, or as creating the relationship of employer and employee, franchisor and franchisee, or licensor and licensee. Toshiba and Customer will at all times remain independent contractors with respect to this Agreement and otherwise.

Toshiba reserves the right to utilize subcontractors in the performance of the services. Toshiba represents and warrants that all of its subcontractors and other representatives who perform the Services for Customer will be competent to perform the Services, will exercise their commercially reasonable efforts in performing the Services, and will comply with all terms and conditions applicable to Toshiba in performance of the Services pursuant to this Agreement.

15. INFRINGEMENT:

Each of the Parties hereby warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, trade secret, copyright or other proprietary right of any Third Party, or a violation of the other Party's software license agreements or intellectual property rights disclosed to or known by such Party.

16. WARRANTIES:

Toshiba warrants that it will perform Toshiba Services using generally recognized commercial practices and standards.

THE ABOVE WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, TOSHIBA SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, TITLE, AND NONINFRINGEMENT AND PROVIDES THE SERVICES "AS IS".

17. FORCE MAJEURE

If a Force Majeure Event occurs with respect to either Party and such Force Majeure Event substantially prevents or inhibits the affected Party's ability to receive or provide Services under this Agreement, then the affected Party shall not be considered in default of this Agreement. The affected Party shall have sixty (60) days to resume business. If the affected Party's business is substantially impaired, or it is impractical to resume business, then in such event, the party shall have the right to terminate the Services affected by the Force Majeure Event by delivering a Termination Notice specifying the Termination Date, provided however, that Customer remains obligated for Fees rendered to date.

18. ENTIRE AGREEMENT

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Toshiba Master Print Services Agreement-Region 4 TCPN LATEST.doc

The terms and conditions of this Agreement, and its integrated components constitute the entire understanding between Parties and supersedes all prior and contemporaneous oral and written agreements and representations of Parties and shall be binding on every order for Services placed through this Agreement. No modification of this Agreement shall be binding unless agreed to and executed in writing by both Parties. In the event of a conflict of the terms and conditions of the agreement and attachments, the terms and conditions of the following shall prevail in order of precedence: Managed Print Services Agreement, Attachments, excluding Attachment 4 Master FMV Lease Agreement, Attachment 4A Master FMV Lease with Maintenance Agreement, Attachment 5 Master FMV Lease Schedule, and Attachment 5A Master FMV Lease Agreement with Maintenance Schedule, as these are stand alone agreements per Section 1.0 above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and each individual whose signature appears below hereby warrants that he is duly authorized to execute this Agreement on behalf of the Party he/she represents.

Toshiba America Business Solutions, Inc.

Customer

By: _____
 Scott Maccabe
 President & CEO
 Toshiba America Business Solutions, Inc.

By: _____

Attn: _____

Date: _____

Date: _____

Attachment 1
New Toshiba Product Service Level Agreement

This Service Level Agreement ("SLA") covers Services for the new Toshiba Product in Customer locations. While the SLA is intended to provide, as much as possible, a clear understanding of the responsibilities of the Parties concerning these Services, this SLA is not intended to encompass every conceivable obligation and responsibility that may arise. Any capitalized terms utilized in this SLA shall be as defined in the Agreement unless otherwise noted herein.

1. DISCOVERY AND DESIGN

In conjunction with the initial assessment and design phase of the Managed Print Service SOW, Toshiba shall recommend, as part of a Document Output Management Plan, placement of new Product.

2. INSTALLATION AND TRAINING SERVICES.

2.1 Pre-Delivery. Toshiba shall coordinate with Customer any power, network and phone installations necessary to support new Product installations. Toshiba shall also coordinate with Customer to identify any security and safety requirements and obtain badges. Customer shall provide contact and location information of Customer key-users and delivery contacts.

2.2 Delivery. Toshiba shall deliver all new Product ordered within thirty (30) days of receipt of order. If Product is not available within that timeframe, Toshiba will provide a loaner until the Product is delivered. Toshiba shall notify Customer no later than three days (3) day after receipt of order if the delivery time will be delayed. All Supplies included in the Agreement will be provided by Servicing Providers without additional freight charges to Customer.

2.3 Rigging. Customer will be invoiced for additional, commercially reasonable, expenses resulting from unusual delivery and special rigging needs.

2.4 Expedited Delivery. Customer may request expedited delivery, and Toshiba will make its best effort to provide rush orders within twenty-four (24) hours. Expedited delivery charges shall apply and rates depend on the method of delivery and will be quoted at the time of request.

2.5 Installation. The responsibilities are:

2.5.1 Customer will:

- Communicate installation requirements as standard or networked, specifically indicating which functions to enable: print, scan and fax.
- Provide trash receptacle.

2.5.2 Toshiba will:

- Uncrate, set-up and install the new Product.
- Connect Product to the power supply
- Verify Product functionality by conducting a standard print test
- Clean the installation area by removing excess packaging materials and properly disposing in the trash receptacle
- Install consumables

2.6 Training. Upon initial Product installation, Toshiba will provide on-site basic and Key Operator customer training and software training for up to two (2) workstations. Basic user training consists of training users on the features and functions of the Product.

2.6.1 Basic Copier Operations training includes:

- Feeder functionality
- Paper supplies
- How to make a copy from glass
- How to make a duplex copy
- How to reprogram drawers
- Zoom features and functions
- Finishing options

- Exposure settings
- 2.6.2 Key-Operator training includes:
 - Adding paper
 - Adding toner
 - Adding staples
 - Clearing misfeeds
 - Placing service calls
 - Ordering supplies
- 2.6.5 Customer shall:
 - Designate and make available a suitable Key Operator to be trained and to monitor, use of the Product.
 - Perform specific Key Operator responsibilities that include daily care and cleaning of the top glass, dusting Product, replenishing Supplies and clearing jams.
 - Adhere to manufacturer's specifications and/or operating manuals in operating the Product. Product, Software and Connected Devices Training

3. SERVICES

3.1 General Description Toshiba will provide maintenance Services for new Product that includes routine and preventative maintenance, labor, travel, and supplies, excluding paper and staples. Pricing for new Product Services shall be in accordance with Attachment 6 Billing Program. Services shall be performed by Toshiba's authorized Toshiba Servicing Providers, including those owned by Toshiba In accordance with the terms and conditions established in this SLA. Service Providers will use only Toshiba-brand parts for repair and the replaced parts become the property of the Service Providers.

3.2 Service Term The service term shall commence on the installation date for newly installed Product. The service term for all placements shall expire the later of the (a) lease term, if applicable or (b) the Agreement expiration date.

3.3 Service Hours Toshiba will respond provide Services during normal business hours from 8:00 a.m. to 5:00 p.m., M-F, excluding Federal recognized holidays, as published by the Office of Personnel and Management, and authorized by Federal law (5 U.S.C. 6103). When a holiday falls on a non-workday, the holiday is observed on the next business day. Toshiba shall notify Customer, thirty (30) days in advance of any other scheduled closings.

3.4 Emergency Services If available, emergency services (those services provided outside a Servicing Providers' normal business hours) may be provided by the Servicing Providers, in accordance with the individual Servicing Providers' maintenance policy. Emergency services are excluded from response time calculations. Charges for emergency services after normal business hours shall be billed separately and directly by the Servicing Providers at the Servicing Providers' negotiated rates.

3.5 Loaner If the Product is out-of-service for more than two (2) consecutive business days after notifying the Service Provider, or if it requires off-site service, a loaner Product will be provided by the Service Provider at no additional charge.

3.6 Service Response Time Toshiba shall provide response times for new Toshiba Product within 4-8 hours, and shall average an on-site response to a service call within four (4) business hours. For other non-Toshiba new Product, Toshiba shall provide a next business day response time. Customer shall assure that Toshiba's Servicing Providers have reasonable access to Product. If Product cannot be repaired within two (2) business days, a loaner machine with a model of equal or better features and specifications will be provided.

3.7 Servicing Dealer Identification Servicing Providers' representatives shall wear clean attire and have identification in the form of an ID and/or a shirt with the Servicing Providers' logo.

3.8 Preventative Maintenance Servicing Providers will perform preventative maintenance on the Product in accordance with the Product's scheduled preventative maintenance schedules during the term of this Agreement and any renewal. Preventative maintenance schedules are set by the Toshiba Product manufacturer and reside in the Product's firmware, and automatically notify the end-user via a visual icon when preventative maintenance is due. Customer shall be responsible for notifying Toshiba's On-Line Dispatch Center when a preventative maintenance Service is required. Preventative maintenance costs are included in the Cost-Per-Impression pricing.

3.9 Placement of Services Customer shall provide Toshiba personnel with: (i) a suitable and adequate work environment, including space for work for performance of the Services, as necessary, and (ii) any other items as may be mutually agreed by the parties. Toshiba shall, in all cases, be responsible for providing its personnel with pagers, laptops and

cell phones, as required for performance of the Services.

3.10 Customer is responsible for providing access to the Products

4. EQUIPMENT PERFORMANCE WARRANTY.

4.1 Toshiba will replace Toshiba Product if it does not operate within Toshiba's product specifications. This representation is in accordance with the Toshiba Quality Commitment Program (Schedule A).

5. METER READ COLLECTION.

5.1 Where connected, Customer may submit meter reads electronically. Customer may also submit meter reads via the Interactive Voice Response system, or by Web submission. Toshiba will use an average meter read if there are three (3) previous actual meter reads in a row, and when meter reads are not provided. When three previous actual meter reads are not available, Toshiba will set a tolerance level in its billing system. Each tolerance level is determined by model. The billing will be adjusted on the next billing cycle to reflect any excesses or shortages.

6. SERVICE EXCLUSIONS.

- Electrical work external to the Product is not covered by the Agreement. Telephone company charges to install or improve telephone lines are the responsibility of the Customer. Any charges by an outside source to improve electric or networking lines are the responsibility of the Customer. Network wiring to improve or connect the hardware or connect the hardware to a computer or network is not included in this agreement and is the responsibility of the Customer.
- This Agreement does not apply to any loss or damage to Product through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force, whether direct, indirect, inconsequential, or consequential. The costs of repairing Product caused by lightning strikes on utility or phone lines are excluded. Losses and damages occurring from any of the foregoing are specifically excluded from this Agreement.
- Without prior written authorization from Toshiba, Toshiba will not be required to make adjustments, repairs, replacements, alterations, additions and improvements to Product that are the result of : (a) a third party (other than authorized Toshiba' Service Providers) performing any maintenance, repair or replacement, (b) damages occurring from Product movement by a party other than the Toshiba's Service Providers (including without limitation, unavoidable accidents), (c) abuse or misuse of the Product, (d) alteration or tampering of the Product, or interconnection of the Product with non-Toshiba or non-compatible equipment, (e) placement of the Product in an area that does not conform to Product space, electrical and environmental requirements, (f) failure of or improper telephone or electrical power, (g) Customer's failure to adhere to manufacturer's specifications and/or operating manuals in operating the Product, or (h) Customer use of parts or supplies from any source other than the Toshiba Service Providers with Toshiba parts and supplies, excluding paper and staples.
- This Agreement does not cover service necessitated as a result of malfunction of Product when unauthorized parts, Attachments, or supplies are used with the Product. There may be additional charges for service of malfunctioning Product when unauthorized parts, Attachments, or supplies are used with Product. In such event, Toshiba reserves the right to terminate the Product in the event that it is determined that such changes, alterations, or Attachment make it impractical for Toshiba's servicing provider(s) to continue to service the Product.
- This Agreement does not cover service necessitated as a result of alterations or malfunctioning computer or network hardware. In addition, alterations or malfunctioning computer or network operating system, customer software application, and/or network operating software are not covered by this Agreement. In such event, Toshiba also reserves the right to terminate the Agreement or affected Product in the event that it is determined that such changes, alterations or malfunctions make it impractical for Toshiba's servicing providers or authorized third-party Toshiba to continue to service the Product.
- Driver support for single or individual user software applications.
- Service requested to replace consumable items such as but not limited to printer supplies (paper, ink cartridges and toner), power strips, and batteries.

6.1 If the Toshiba Service Providers provide maintenance caused by any of the foregoing actions or other work not covered with the Product under the foregoing maintenance obligation, such maintenance shall be billed to Customer at the Toshiba Service Dealer's then current market rates for labor and parts, and not to exceed \$150 an hour, if Customer agrees to accept the services. If Customer does not agree to the rates, then Toshiba has the right to discontinue service for the affected Product. Customer agrees that Toshiba Service Providers will not be required to make adjustments, repairs, or replacements

to the Product, if Toshiba Providers are not provided reasonable access to the Product.

7. ON-LINE DISPATCH CENTER.

7.1 Toshiba shall provide centralized Service and Supply provisioning through its On-Line Dispatch Center. Customer shall have 24/7 access to on-line dispatch information.

7.2 Placing Service Calls. In the event that a Product is inoperable, a function is not working properly or copies are not legible, then Customer shall place a call to the On-Line Dispatch Center to initiate tracking of downtime. The toll-free phone number for the On-Line Dispatch Center is:

On-Line Dispatch Center
(877) 855-1344 Toll-free
8:00 am – 5:00 pm (Eastern - Pacific Time Zone)

7.3 Dispatch Reports. Customer will have 24/7 access to the On-line Dispatch service information. Customer will also have the ability to generate reports. The following information is available:

- Response time
- Up-time
- Machines-In -Field
- Machine History

7.4 GSP. Toshiba shall also provide customer access to Toshiba's Global Services Portal ("GSP") which is an Internet website, and shall be customized with Customer specific information accessible through secure user ID and password. GSP shall host information such as:

- Pricing
- Product Illustrations
- Product Descriptions
- Technical information
- Training information

8. SERVICE METRIC

8.1 Uptime. Toshiba's fleet shall average a 95% uptime performance for Customer's Toshiba fleet over a ninety (90) day period. A down machine is a machine that cannot make a legible copy, to the earlier of machine repair or a loaner is provided, excluding preventative maintenance and Customer negligence. Toshiba shall use the following downtime calculations:

8 hours per day x 5 days a week x 4 weeks = 160 hours of operable time
Machine is down for two- (2) hours

8.2 Reports. Toshiba shall provide the following Reports on a quarterly basis due on the first Monday of the first week of the next month following expiration of the quarter:

- Summary Billing Report that details each cost center (cost center identified by location or asset), detailing Product ordered
- Separate Summary Billing Report for Services

**Schedule A
to Attachment 1 (TQC)**

Toshiba America Business Solutions, Inc.'s ("Toshiba") Total Quality Commitment Program includes:

1.1 Free Replacement

If Customer's Toshiba MFD or its accessories, do not operate within Toshiba's MFD specifications during the term of this program, and if the MFD cannot be repaired to perform within MFD specifications, Toshiba will replace the MFD or accessory at no charge with a model of equal or better features and specifications.

1.2 Free Loaner

If Customer's Toshiba MFD is out-of-service more than two (2) consecutive business days after notifying your Authorized Dealer or requires off-site service, a loaner MFD will be provided by the Authorized Toshiba Servicing Provider at no additional charge.

All loaned MFDs are the property of Toshiba or the Authorized Servicing Provider and must be returned to Toshiba or the Authorized Servicing Provider at the time the repaired or replaced MFD is tendered.

1.3 Term of Program

The term of this program is: a) for purchased MFD, three years from MFD installation date or maximum number of copies as stated in the MFD specifications, whichever occurs first; or, b) for leased or rented MFD, the length of the original lease or rental term starting from the MFD installation date or the maximum number of copies as stated in the MFD specifications, whichever occurs first.

1.4 Terms & Conditions

This program applies only to new MFD and/or accessories acquired by customers from Toshiba or an Authorized Toshiba Servicing Provider under the following conditions: a) was continuously maintained under a full service maintenance agreement provided by an Authorized Toshiba Servicing Provider, and b) only genuine Toshiba parts and consumable supplies are used in the maintenance and operation of the MFD.

If an Authorized Toshiba Servicing Provider is not available to fulfill the terms of this program, Toshiba will resolve any program issues within a reasonable period of time. No modification or extension of this program is effective unless it is in writing and signed by the Vice President, General Manager of Toshiba-Electronic Imaging Division.

1.5 How to Exercise this Guarantee

Notify your Authorized Toshiba Servicing Provider of the problem. Your Authorized Servicing Provider will facilitate the claim.

Attachment 2 Managed Print Service Statement of Work

Toshiba will provide to Customer throughout the United States, the Services outlined in this Statement of Work during the Initial Term and Renewal Terms. This SOW sets forth the scope of managed print services, requirements and obligations of the parties and is subject to the terms and conditions of the Managed Print Services Agreement ("Agreement") by and between Customer and Toshiba America Business Solutions, Inc. ("Toshiba"), and is incorporated therein by reference. In the event of an inconsistency or conflict with this Attachment 2 and the MSA, this Attachment 2 shall take precedence.

1. Transition

1.1. Initial Assessment and Design

1.1.1. Toshiba's responsibilities are to:

- 1.1.1.1. Work with Customer to determine the scope and discovery to include sites and device types
- 1.1.1.2. Develop a schedule for discovery and design
- 1.1.1.3. Work with Customer to ascertain any security and safety requirements
- 1.1.1.4. Work with Customer to obtain necessary badging requirements
- 1.1.1.5. Use Toshiba meter collection software, a network discovery tool, when necessary to facilitate and augment the discovery process
- 1.1.1.6. Identify and confirm equipment

1.1.2. Customers responsibilities are to:

- 1.1.2.1. Provide a local onsite customer liaison to work with Toshiba at each site to assist with prioritization, coordination and communication of discovery
- 1.1.2.2. Provide the computer hardware necessary to operate the software
- 1.1.2.3. Provide the IP address, queue names, and any other network address required to perform Services
- 1.1.2.4. SNMP enable the networked equipment
- 1.1.2.5. Provide a specific list and location (name, address, building, floor, city, state, zip code, serial number, model number) for all meterable equipment
- 1.1.2.6. Provide any necessary access to floorplans and business areas
- 1.1.2.7. Provide and be responsible for all such telephone and modem lines, telephones, computers and peripheral devices, computer connections, and network access, as may be necessary for Toshiba to provide Services and to interconnect with Toshiba's network discovery and meter submission tool;
- 1.1.2.8. Provide Toshiba with current-state print device information to include: print queue names, device configuration, custom form, and IP addresses or host names for devices accepting print jobs from host or mainframe applications. Customer shall have the flexibility to direct output

1.1.3. Following discovery and design, Toshiba and Customer will mutually agree by location upon

- 1.1.3.1. The number and models of devices within the scope of Services
- 1.1.3.2. Fleet configuration, optimal mix, and future-state design including the placement of new Product and retention of Existing Equipment

2. Execution

2.1. Toshiba and Customer shall:

2.1.1. Toshiba's responsibilities consist of:

- 2.1.1.1. Maintain an Asset List of all Meterable equipment
- 2.1.1.2. Coordinate with Customer any network and phone installations needed to support new devices
- 2.1.1.3. Create and distribute Toshiba asset tags for all equipment having the following necessary information to facilitate a Help Desk calls for networked equipment and supply provisioning for equipment
 - o Toshiba's Supplies Ordering Web Portal URL
 - o Serial Number or Asset Tag
 - o Toll Free Phone Number or Web URL for Service Dispatch

2.2. Customer's responsibilities consist of:

- o Affix asset tags to all equipment and remove any previous service provider asset tags
- o Provide and be responsible for all such telephone and modem lines, telephones, computers and peripheral devices, computer connections, and network access, as may be necessary for Toshiba to provide Services and to interconnect with Toshiba's network discovery and meter submission tool

3. Services

3.1. In general, Toshiba is responsible for providing Services for Customer's networked Equipment identified through Toshiba's remote electronic discovery tool.

3.2. Toshiba's responsibilities include:

- To troubleshoot for the repair of the equipment and to attempt a phone resolution if one is available
- To provide on-site break fix services for technical hardware issues that cannot be resolved remotely
- Toshiba will provide all the support and materials necessary to maintain covered Existing Equipment in operating condition
- To bear financial responsibility for all time, material, and travel associated with break / fix activities
- To provide next business day break-fix service (for printers – refer to Attachment 1 Section 3.6 for MFD response time)
- To restore malfunctioning equipment to good working order during the Service Hours of 8:00 am to 5:00 pm, Monday through Friday - Holidays Excluded
- To provide toner required for the normal operation of
- To meet reasonable security requirements identified by Customer
- To provide a status upon call completion to the on-site service requestor (End-User or representative of End User) prior to leaving the Customer's site

3.3. Toshiba is not responsible for:

- Adjustments, repairs or replacements made necessary resulting from non-Toshiba Third Parties performing any maintenance, repair or replacement
- Failures or damage resulting from accident, neglect, misuse, failure or inadequacy of electrical power or air conditioning or humidity control, or any causes other than ordinary use of the equipment
- Damage to equipment that is placed in an area that does not conform to manufacturer's electrical and environmental requirements
- Failure due to improper telephone or electrical power Acts of God, lightning or other incidents of excess voltage or power surges
- Repairs necessary when Customer modifies, relocates, damages (including without limitation, unavoidable accidents) abuses or misuses the equipment (including without limitation, the spilling of toner or other substance in the machine) and the breakage of lids, hinges, cassettes, etc.
- Repairs necessary when equipment is altered, tampered, or interconnected with non-compatible Equipment
- Repairs relative to connectivity to the device
- Providing cabling required to connect the printer to the network
- Installing any customer-replaceable consumables including but not limited to paper and toner

3.4. Customer's responsibilities are:

- To provide reasonable access to the equipment
- To provide reasonable notice prior to Toshiba if a service request is cancelled
- To notify Toshiba of any required security requirements as required by Customer
- Support the diagnosis of malfunctioning devices by engaging by phone and/or in person with Toshiba technical support personnel as needed

4. Help Desk

4.1. Help Desk Services are those services required to coordinate and respond to problems and service requests made by Customer in the United States. Toshiba shall be responsible for providing, direct or indirect Help Desk access with begin-to-end logging, tracking, resolution and reporting of service calls.

4.2. Toshiba's will perform the following:

- Toshiba will provide Help Desk support for equipment
- To provide on-line and toll-free dispatch services to Customer
- To provide access to Toshiba's portal for the purpose of placing service calls
- To provide an estimated time of arrival for all service calls

4.3. Customers' Responsibilities are:

- To make all service calls through Toshiba's GSP or toll-free phone number
- To convey the end user name and location
- To convey the model type and serial number
- To convey the nature of the service call whether it is a problem or failure

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- To promptly return any calls that Help Desk was unable to reach live

5. Vendor Managed Supplies

5.1. Toshiba responsibilities are to:

- Fulfill all orders for supply replenishment under the Billing Program F.O.B. destination
- Fulfill supply orders within three-days of order
- Provide access to the Toshiba GSP, with a single sign-on, for the purpose of ordering all supplies

5.2. Customer responsibilities consist of:

- Provide secure and environmentally appropriate storage for all supplies
- Customer will order supplies as required through Toshiba's GSP and will instruct Customer employees to order such supplies through Toshiba's GSP
- Installation of toner and other customer installable consumables
- Ensuring that all supplies ordered on behalf of Customer are protected against theft or misuse

6. Parts

Part(s) used in the repair of equipment will be new or refurbished, equivalent or better-than-new in functionality and are not necessarily brand name specific. Replaced parts become the property of Toshiba.

7. Additional Activities

7.1. Toshiba is not obligated, but may at its discretion and Customer's approval perform the following services and charge the Customer a time and material rate of **\$150 an hour** for services associated with the following:

- Adjustments, repairs or replacements made necessary resulting from non-Toshiba Third Parties performing any maintenance, repair or replacement;
- Failures or damage resulting from accident, neglect, misuse, failure or inadequacy of electrical power or air conditioning or humidity control, or any causes other than ordinary use of the equipment;
- Damage to equipment that is placed in an area that does not conform to manufacturer's electrical and environmental requirements;
- Failure due to improper telephone or electrical power Acts of God, lightning or other incidents of excess voltage or power surges;
- Repairs necessary when Customer modifies, relocates, damages (including without limitation, unavoidable accidents), abuses or misuses the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breakage of lids, hinges, cassettes, etc.,
- Repairs necessary when Equipment is altered, tampered, or interconnected with non-compatible Equipment.

7.2. Outside of the Service Hours: After-hour services, weekend and Holidays are considered out-of-scope activities that do not fall within the Service Hours. Toshiba, at its discretion with Customer's consent and direction, may provide the out-of-scope services, provided that proper authorization is received from Customer. These services will be billed separately to Customer and the amounts so billed will be payable to Toshiba according to the then current Time & Materials rates.

7.3. Network/Software/Other/Supply Replacement: Requests for the following types of services are out-of-scope and may be performed at Toshiba's discretion with Customer's consent, direction and proper authorization. In the event Toshiba is willing to perform the tasks, Customer shall be billed in addition to time spent and distance traveled fees for: (a) Driver support for single or individual user software applications (Toshiba will provide installation support for two workstations upon new equipment delivery), (b) Service requested to replace consumable items such as but not limited to printer supplies (paper, ink cartridges and toner), power strips, and batteries.

8. Asset Management

Within ninety (90) calendar days following the Effective Date, Toshiba shall develop and thereafter maintain a comprehensive inventory of all equipment that is discovered through Toshiba's electronic discovery tool: (a) equipment and network connections and infrastructure used by Toshiba to provide the services; (b) equipment, software and network connections and infrastructure used by Customer in connection with the Services. Toshiba shall provide an electronic copy of such inventory to Customer upon request.

Attachment 6 Billing Program

I. Pricing Plan and Terms

1.1 Cost Per Page Program for Meterable Equipment:

Toshiba shall charge Customer and Customer agrees to pay the monochrome and color Page Cost-Per-Impression, if applicable, for output produced on newly placed Meterable Printers as indicated on the Master FMV Lease Schedule or the Master FMV Lease Schedule with Maintenance. Pricing for legacy Meterable Printers will be agreed upon and accurately identified as set forth per the Printer Service Schedule, an illustration of which is provided in Schedule B.

A cost-per-page means a price that is structured as an impression charge for single-sided page of output no greater than 8.5" x 14" (legal-size) produced on the printer and which causes the printer to increment by one. By way of example, a single 11 x 17" page, or a duplexed (double-sided) page of 8.5" x 11" or 8.5" x 14" would each be equivalent to two (2) impressions.

The pricing includes all toner, on-site service labor, travel and service parts (including PM Kits, Drums, Fusers, and Assemblies). Paper is specifically excluded. Toner may be OEM or OEM Replacement at Toshiba's discretion. Customer agrees that any consumables and/or services deployed by Toshiba in accordance with the Agreement are solely in support of Meterable Equipment for which customer is billed and as identified in [Attachment 3](#).

1.2 New Product Pricing:

Toshiba shall provide lease pricing for new Product that includes installation fees and delivery. Such pricing will be indicated on the Master FMV Lease Schedule or the Master FMV Lease Schedule with Maintenance, whichever is appropriate. Lease pricing shall be subject to quarterly review. Toshiba may at its discretion increase the lease pricing on a quarterly basis due to a cost of funds increase. Pricing for leases already in place will remain fixed for the lease term.

1.2.1 Upgrades/Downgrades/Terminations. Customer may upgrade/downgrade or terminate Product at any time by paying the outstanding payment stream, plus outstanding receivables and the buyout amount, if applicable and if the Customer desires to keep the Product.

1.2.2 Month-to-Month. When Leased Product that reaches the end of lease term, Customer shall have the option to purchase the Product at the buyout option indicated, or it will renew on a month-to-month basis with no increase in monthly rates or additional charges. Customer may purchase the Product at a buyout option or cancel during the renewal period upon thirty (30) days notice.

1.2.3 Product Supplies and Services Pricing. Unless otherwise indicated, Toshiba's service pricing is structured as a Page Cost-Per-Impression that includes all labor, toner, travel, maintenance, maintenance kits and parts, excluding paper and staples. Pricing is firm for the term of the Agreement. Service pricing is structured as extended maintenance that includes warranty services and as such the billing cycle commences upon equipment installation.

1.2.4 Pricing Escalation/Renewal Term Pricing. Customer agrees that Toshiba may increase the maintenance pricing annually.

1.2.5 Prices are subject to change based on market conditions, fleet or volume changes, and other factors. Toshiba will provide thirty (30) days advance notice of the price change.

1.3 Billing Cycle for Service. The billing cycle is a full calendar month. Interim service billing shall apply.

1.4 Exclusions.

The following activities are not included in the pricing Plan and will be charged at the prevailing market rates:

- Moves (moves within a building and from building-to-building)
- Relocations costs
- Rigging (extraordinary means of delivery)
- Property Tax
- End-of-Term equipment removals (unless included in price as indicated)
- After Hour and Emergency Services
- Exclusions indicated in the SLA and SOW or Attachment 1 and 2
- MICR toner

1.5 Payment Terms. Payment terms are net 30 days from the date of the invoice.

Schedule B
Printer Service Schedule (Illustration)

PRINTER SERVICE SCHEDULE TO
AGREEMENT # _____

This Printer Service Schedule ("PSS") supplements that certain Contract Number: Managed Print Services Agreement ("Agreement"), effective _____ and between Toshiba America Business Solutions, Inc. ("Vendor") having a place of business located at 9740 Irvine Boulevard, Irvine, California 92618 and _____ ("Customer") having a principal place of business located at _____.

In the event of a conflict between the terms of the Agreement and this PSS, the terms of the Agreement shall control. This PSS is effective this ____ day of _____, 201____.

1. Service for ITBD
Vendor shall provide all-inclusive maintenance services for the legacy products at the locations and the prices set below and Customer shall pay the prices indicated in consideration for the services.

Identity and Location

Product Make and Model Number	Serial Number	Location (street address)

Service Rate and Billing Code

Service Rate	Service Term (Please Select)	Customer Account Code, if Applicable
	<input type="checkbox"/> 1 Year <input type="checkbox"/> 2 Years <input type="checkbox"/> 3 Years <input type="checkbox"/> 4 Years <input type="checkbox"/> Other, please specify _____	
	<input type="checkbox"/> 1 Year <input type="checkbox"/> 2 Years <input type="checkbox"/> 3 Years <input type="checkbox"/> 4 Years <input type="checkbox"/> Other, please specify _____	
	<input type="checkbox"/> 1 Year <input type="checkbox"/> 2 Years <input type="checkbox"/> 3 Years <input type="checkbox"/> 4 Years <input type="checkbox"/> Other, please specify _____	

- 1.1 The all inclusive rate applies to all actual impressions run. This rate includes next business day onsite service, toner, parts and labor. Billing is monthly and payment terms are net thirty (30) days from the invoice date.
- 1.2 The service term is on a continual basis and will automatically renew on a month-to-month basis unless cancellation is provided by either party with thirty (30) days prior written notice.
- 1.3 Customer is responsible for submitting monthly meter reads to Vendor via FM Audit. In the unlikely event that FM Audit becomes disconnected, meter reads may be submitted electronically. Refer to Schedule 1 for electronic meter submission instructions.
- 1.4 Vendor shall deliver toner for non-Toshiba Product by the second business day. All Supplies included in the Agreement will be provided by Servicing Providers without additional freight charges to Customer.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment effective as of the date first set forth above. Each individual whose signature appears below hereby warrants that he is duly authorized to execute this PSS on behalf of the Party he/she represents.

Toshiba America Business Solutions, Inc.

"Customer"

Signed: _____

Signed: _____

By: Scott Maccabe

By: _____

Title: President & CEO

Title: _____

Date: _____

Date: _____

"Vendor"

"Customer"

Schedule 1

Customer's primary meter read submission method is automated through FM Audit. In the unlikely circumstance that Customer's has a network disconnect or other occurrence necessitating the need for meter read collection, then the following method below may be used.

Meter reads can be submitted through Toshiba's E-Meters Online (Online Web E-Meter Submission) system using the Internet. Through E-Meter, you can submit your current meter reads for all equipment on a spreadsheet that can be exported on the site and then uploaded by Toshiba.

All meter reads for the last day of the prior month are due on the 1st business day of the current month. If the 1st falls on a Holiday or weekend, then submit on the next business day. To enter a meter read, please follow the steps listed below.

eMeters On line Submission Instructions:

1. Contact taho.fsm@taho.toshiba.com for your Toshiba Customer ID number.
2. Go to: <http://meters.toshiba.com>
3. Enter your Toshiba Customer ID and Asset Serial Number to login.
4. Verify your asset information, **enter your contact information** (and email address), and click "Submit."
5. An email reminder will automatically be sent to you when meters are due.

Should you have any questions on submitting your meters on line please either email taho.fsm@taho.toshiba.com or call (800) 866-4361, select option 1.





Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

Toshiba America Business Solutions, Inc.
Vendor

Mike Straka
Point of Contact

National Business Development Manager
Title

502-403-5926
Phone Number

mike.straka@tabs.toshiba.com
Email Address

Signature:  Date: July 17, 2017
Walter Holloman
Vice President, Enterprise Administration
Toshiba America Business Solutions, Inc.

Appendix E:
QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies. (If applicable)

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

☐ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input checked="" type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No
- If the answer is yes, do you plan to offer your program or partnership through TCPN ☒ Yes ☐ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
☒ Yes ☐ No

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

3. Minority and Women Business Enterprise (M/WBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically underutilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority and Women Business Enterprise

Offeror certifies that this firm is an M/WBE ☐ Yes ☒ No

List certifying agency: _____

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

Offeror certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is a DVBE ☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB ☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone ☐ Yes ☒ No

List certifying agency: _____

f. Other

Offeror certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Irvine State of CA.

5. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: Linda Raessner
Title: Contracts Manager
Company: Toshiba America Business Solutions, Inc.
Address: 9740 Irvine Boulevard
City: Irvine State: California Zip: 92618
Phone: 949-462-6086 Fax: 949-462-2557
Email: linda.raessner@tabs.toshiba.com

Billing & Reporting/Accounts Payable

Contact Person: Tim Bosek
Title: Director of ESS and Managed Accounts Customer Service
Company: Toshiba America Business Solutions, Inc.
Address: 9740 Irvine Boulevard
City: Irvine State: California Zip: 92618
Phone: 949-462-6918 Fax: 949-462-2585
Email: tim.bosek@tabs.toshiba.com

Marketing

Contact Person: Michelle LeBrun
Title: Marketing Manager
Company: Toshiba America Business Solutions, Inc.
Address: 9740 Irvine Boulevard
City: Irvine State: California Zip: 92618
Phone: 949-462-6093 Fax: 949-462-2557
Email: michelle.lebrun@tabs.toshiba.com

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- ☒ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☒ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other _____

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes ☐ No

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

- Pricing submitted includes the required administrative fee. ☒ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? ☒ Yes ☐ No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
DuPage County and National Intergovernmental Purchase Alliance (NIPA)	Varies by model	09/30/2018	Client Confidential
Massachusetts Higher Education Consortium (MHEC)	Base 50% off list Options 40% off list	12/31/2018	Client Confidential
NASPO ValuePoint Cooperative Purchasing Organization	Varies by model	12/31/2019	Client Confidential
Department of Information Resources (Texas is Lead State)	Varies by model	06/18/2018	Client Confidential
King County Directors Association (KCDA)	Varies by model	06/30/2018	Client Confidential

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TAB 3: Appendix F Company Profile

1. Company's official registered name.

Toshiba Response: Toshiba America Business Solutions, Inc.

2. Brief history of your company, including the year it was established.

Toshiba Response: Our history began in 1875 when Tanaka Engineering Works became a major supplier of telegraphy devices used in long distance communications and quickly earned the reputation for innovation in developing technologies. Then in 1939, Tanaka Engineering Works merged with Tokyo Electric Company to form Toshiba Corporation, which would later become a leader and pioneer of some of the world's most significant technologies. Toshiba is the brains and brawn behind more than 500 major technologies including digital imaging and document management solutions, telegraph machines, MRI technology, air traffic control systems, semiconductors, flat panel displays, disk drives, business telephone systems, and laptop computers.

Toshiba America Business Solutions, Inc. (TABS/Toshiba) was incorporated in 1999 as a subsidiary of Toshiba America, Inc. and Toshiba TEC Corporation under the Toshiba Corporation umbrella. The company was formed to take advantage of the tremendous growth opportunities available in the digital and color market. Before 1999, TABS was a division of Toshiba America Information Systems.

Today, Toshiba MFDs are used around the globe in more than 180 countries, with direct operations in 24 countries and are continuing to expand our sales and service offerings into other emerging markets such as Brazil and Russia. Our products have long been the preferred choice in North America, Europe and Japan, and we boast the #1 market share in China for the past eleven years. In addition, Toshiba's MDS business has experienced 78 percent year-over-year growth, accounting for approximately 12 percent of the company's total revenue.

3. Company's Dun & Bradstreet (D&B) number.

Toshiba Response: 08-9951177

4. Corporate office location.

Toshiba Response: 9740 Irvine Blvd., Irvine, CA 92618

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

Toshiba Response: Toshiba has a presence in every state in the US, either through our direct channel or authorized service providers. TABS employs over 2,500 employees nationally, about half of which are in sales and marketing. In addition, our authorized service channel expands our reach by 500 entities, each having their own marketing and sales force to ensure that all of your members are reached. We have included our locations in the attached **office location list**.

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Toshiba Response:

Toshiba's organizational structure for TCPN and Region 4 ESC and your member organizations combines the strengths and experience of Toshiba, the manufacturer, and our extensive nationwide network of authorized service providers. The account will be centrally managed through Toshiba's corporate location at 9740 Irvine Blvd., Irvine, CA. Mike Straka, Toshiba's National Business Development Manager - Government Contracting, will be the key liaison between Toshiba and TCPN and Region 4 ESC; he will also oversee our service providers to ensure that the contract runs smoothly, and that we are meeting or exceeding all contract performance standards. Specific issues such as requests for new products; requests for relocation of installed products; coordinating emergency service; order status, and maintenance of the Global Services Portal also fall under Mike's domain. He has access to Toshiba's extensive support infrastructure of service, technical support, and supplies. TCPN and Region 4 ESC Participating Agencies will receive local support through our authorized service provider network, along with regional and corporate support as appropriate for each location.

Toshiba has included our locations in the **Toshiba Dealer List** at the end of this section.

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support

Toshiba Response:

As we stated previously, TCPN and Region 4 ESC will have a single point of contact through Mike Straka.

- a. Sales - Mike Straka
- b. Sales Support - Toshiba Authorized Servicing Location Channel
- c. Marketing - Michelle LeBrun
- d. Financial Reporting - Walter Holloman
- e. Executive Support - Martin Quinn

Partnering with Toshiba provides the benefit of a local company with global resources and expertise. With a national sales force and a vast network of service providers covering every zip code in the US, Toshiba has the personnel and resources to fully support the document imaging requirements of TCPN and Region 4 ESC and your Participating Agencies. Account sales will be driven both locally and nationally, with strong

executive leadership and guidance. Sales efforts will be supported by a complete corporate support organization, equipped to manage all account aspects – including initial contract activities, implementation, billing and service. To market and manage the TCPN and Region 4 ESC account – from initial sales, to implementation and ongoing account management, Toshiba's team in the above five key areas, all of which are dedicated to our product line and solutions:

- An **Executive Management Team**, led by **Martin Quinn**, Director of National Accounts - Government Sector, will provide executive leadership and support to all TCPN and Region 4 ESC objectives throughout the contract term. Martin will be fully engaged driving Toshiba's local and national sales efforts to meet the program's objectives. In addition, Martin will interface with key TCPN and Region 4 ESC decision makers to validate that Toshiba's performance exceeds program expectations. Martin has access to and authority to draw upon our corporate resources in product marketing, operations, accounting, contracting, IT, and service, as well as our technical field staff, as needed to support client engagements and resolve escalated issues.
- **National Sales: Mike Straka**, National Business Development Manager - Government Contracting, will be TCPN and Region 4 ESC's principal contact for sales and service operations and will be responsible for day-to-day business operations. Mike is responsible for managing key account relationships in the US and is well versed in Toshiba's complete portfolio of products and solutions. Mike has counterparts across the US who will work closely with him in managing PA locations in their respective regions.
- **Local Sales:** In addition to the National Sales team, each authorized service provider assigned to support TCPN and Region 4 ESC has Account Executives who will assist the sales efforts on a local level, ensuring a high level of responsiveness and customer satisfaction. In conjunction with the corporate team and local staff of service managers, technicians, dispatch agents, and administration, these Account Executives ensure that all matters are handled with the utmost urgency. They will be engaged throughout all aspects of the engagement, including installation, training, billing, parts/supply availability, service, maintenance, and issue resolution.
- **Corporate Support:** Corporate resources, consisting of Service, Dispatch, Operations, Contract Management, Product Marketing, IT, Billing, Human Resources, and other departments, will be engaged as needed to support the account.
- The **Contract Administration** team will spearhead the solicitation process, from negotiation through contract signing, as well as provide contract administration throughout the engagement.
- The **Corporate Implementation** Team will engage early in the relationship to drive the implementation and ensure a smooth transition to new Toshiba devices. Kathi Pang, Implementation Project Manager, will oversee implementation activities. Other personnel representing Operations, Supplies, Service, and Dispatch will manage tasks such as receiving orders, staging product, installing product, and training end users.
- A dedicated **Customer Support Representative** (Account Specialist) will assist with day-to-day administrative duties, including monitoring inventory and delivery transactions. Multiple Account Coordinators will be assigned as needed to properly support TCPN and Region 4

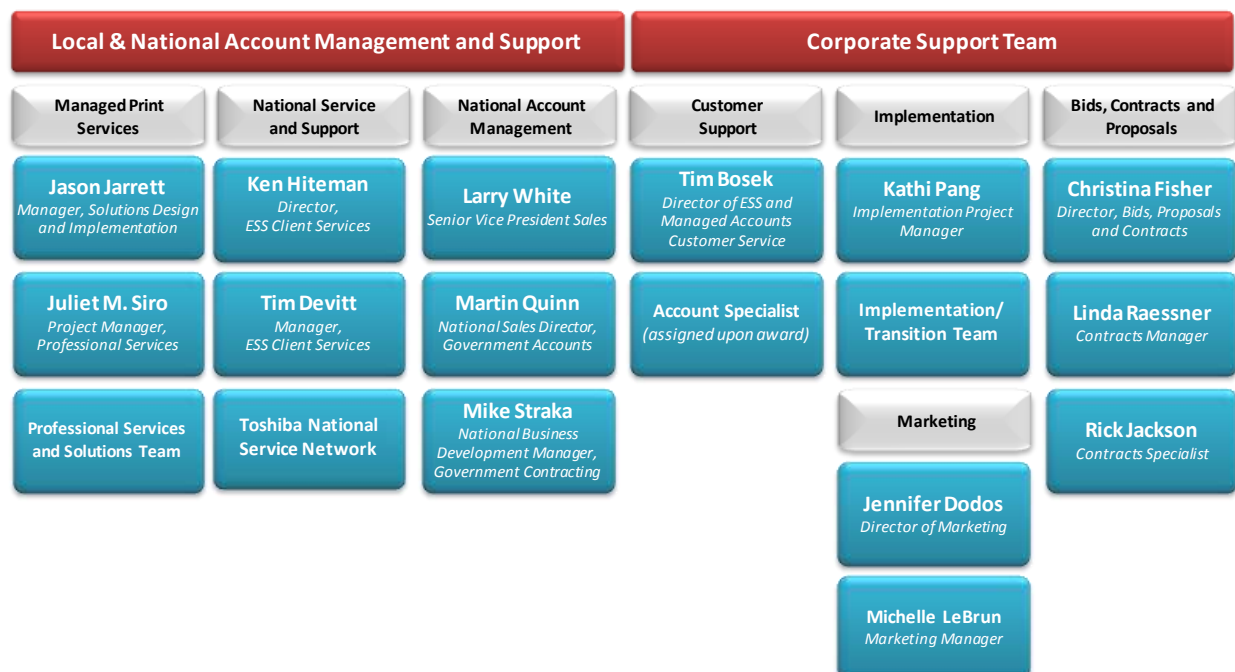
ESC and Participating Agencies.

- **Managed Print Services:** Toshiba has an expert team of Print Management Analysts ready to employ our Six Sigma Encompass methodology and tools to drive Participating Agencies' fleet optimization. Our analysts will leverage their experience to assess customer locations, analyze fleet spend, and discover opportunities to drive efficiencies and technology enhancements for Participating Agencies. This team works very closely with Toshiba's national and local sales teams to help clients achieve greater fleet efficiency and enhanced productivity.

Client Relationship/Account Management Team

An organization chart of this team is below, followed by brief descriptions of each team member.

Toshiba Account Management Team for TCPN Region 4 Managed Print Solutions



ROLES AND RESPONSIBILITIES – ACCOUNT MANAGEMENT TEAM

The role of this team is to implement and manage the TCPN and Region 4 ESC relationship, and where necessary, align or create workflows and processes to support long-term client objectives. Through extensive communications, internally and externally, this team networks and establishes a management blueprint for TCPN and Region 4 ESC and Participating Agencies. The Account Management Team tracks and measures metrics and generates reports, as well as monitors the day-to-day activities of the tactical team members to ensure compliance throughout the contract life cycle. As necessary, they will escalate issues to the Executive Management team.

EXECUTIVE MANAGEMENT

TCPN and Region 4 ESC Champion and Director, FED/SLED & Public Sector

Martin Quinn

Phone: (240) 731-9962

E-Mail: martin.quinn@tabs.toshiba.com

Role and Responsibilities

As Director, FED/SLED & Public Sector, Martin will participate in the formulation and derivation of a Print and Document Management Plan that meets or surpasses this program's strategic objectives. He will also participate in the Executive Management Team's periodic reviews of our performance. During these reviews, our overall performance will be benchmarked with the industry and specific critical success factors: (a) reduced TCO, (b) streamlined and coordinated account management processes, and (c) best-in-class service and quality standards. From this review, if necessary, TCPN and Region 4 ESC's Strategic Print and Document Plan and associated processes may be refined. Martin has a field presence.

Experience

Martin joined Toshiba in 2003 and has 37 years of experience in the imaging industry. Prior to joining Toshiba, he spent 10 years as a National Account Manager at Xerox Corporation and 12 years as a Regional Manager at Ricoh Corporation.

NATIONAL ACCOUNT MANAGEMENT

Mike Straka

Regional Sales Manager, National Accounts

National Business Development Manager

Government & Education Contracts - TCPN and Region 4 ESC, NASPO ValuePoint, formerly WSCA-NASPO and GSA -- USMC Veteran

Cell phone: 502-403-5926

email: mike.straka@tbs.toshiba.com

Roles and Responsibilities

Mike's management role will include overseeing the overall TCPN and Region 4 ESC contract and our service provider community. He is responsible to ensure that the contract runs smoothly and that all commitments relating to the contract are met or exceeded. Mike will provide support for every aspect of the implementation process, coordinate national support for TCPN and Region 4 ESC sites throughout the US, and facilitate the account review process. Mike has a field presence.

Experience

Mike is a goal oriented professional with over 28 years experience in the office imaging industry, including 9 with Toshiba. His background includes a proven record of accomplishments in government purchasing group account management and operation. Most recently, Mike is the POC for the TCPN and Region 4 ESC contract as well as NASPO ValuePoint - formerly WSCA/NASPO, GSA. He has a demonstrated track record of providing cost effective and outstanding Toshiba based solutions through various contracts to

both government (federal, state and local entities) as well as education entities. He has consistently achieved record sales growth throughout career by excelling as both sales producer and vice president of successful sales organizations. His key skills include new business development, sales personnel management and development, key account management and directing branch operations.

CORPORATE OVERSIGHT

Managed Print / Professional Services

Jason Jarrett, Manager, Solutions Design and Implementation

Jason leads Toshiba's National professional services team which provides consulting and integration services for solutions related to the practice areas of managed print services, security, and document capture /workflow. Jason will oversee each region's local authorized service providers with technical support expertise and support for the deployment, implementation, and training for the new solutions and technologies of participating entities.

Jason is an experienced solutions manager with over 13 years of experience on a local, regional, national, and international level. He is proficient in legacy mainframe print applications, LDAP and AD integration, printing protocols, network printing, document management, document search applications, business application integration, network scanning, variable data print applications, cost recovery solutions, and digital color imaging.

National Corporate Support

TCPN and Region 4 ESC will receive ongoing support from Toshiba's National corporate support organization. Key individuals who will be directly involved in the account include:

Christina Fisher, Director, Bids, Proposals and Contracts

Christina is responsible for managing bid, proposal and contract related activities for direct, retail and independent dealer channels. She also is closely involved in establishing the policies of Toshiba's National Account Program. Christina joined Toshiba in 2004. During her career, Christina held senior sales and product management positions and has an MBA from Pepperdine University.

Linda Raessner, Contracts Manager

Linda will spearhead the solicitation process, from negotiation through contract signing. Linda and her staff will also provide contract administration. Linda joined Toshiba in 1993. During her time at Toshiba, she has been responsible for managing all aspects of customer procurement, from offer submittal to contract implementation. She has extensive knowledge of Toshiba's programs, policies, and procedures.

Kathi Pang, Implementation Project Manager

Kathi has experience managing the successful implementation and roll-out of Toshiba's major accounts. She is responsible for the planning, implementation, and support of national and international customers and managed print services accounts.

Tim Bosek, Director of ESS and Managed Accounts Customer Service

Tim has extensive experience in customer service, management, and training. He held increasingly responsible positions at Toshiba as Regional Account Specialist (RAS), Operations Supervisor, and Customer Service Manager.

Tim Devitt, ESS Client Services Manager

Tim manages all aspects of National Account Service. He and his staff will ensure that all SLAs for the University are met or exceeded, monitor system performance, and address any issues that may affect the delivery of service. Tim has over 30 years of experience in the document industry. He is a certified network administrator.

8. Define your standard terms of payment.

Toshiba Response:

Toshiba's standard payment terms are Net 30 days.

9. Who is your competition in the marketplace?

Toshiba Response:

Toshiba is an industry leader in the MPS space, having pioneered this service in 2003. Our top three competitors in the MFP space include:

- Xerox
- Ricoh
- Canon

Gartner analysts evaluate managed print services providers (MPS) providers on company strategy, global reach, partnerships, alliances, technology R&D and other variables that enable their performance to be competitive, efficient and effective, and to positively affect revenue, retention and reputation.

Toshiba was recognized by the prestigious Gartner, Inc. (IT) as gaining contending industry momentum in managed print services. In its Magic Quadrant published in October 2011, Gartner noted Toshiba's strengths in the following areas of managed print:

Customers that we speak to in North America have expressed much increased interest and receptiveness to Toshiba in recent years, and it is winning competitive bids.

Those who use Toshiba's MPS praise it for delivering on such fundamentals as tracking and reporting, and help desk support, and note its willingness to make sure users are well-trained, something competitors often ignore.

Toshiba's MPS is thorough and systematical needs assessment methodology is also scalable, which allows it to provide a solid needs assessment even to small and midsize customers

10. Overall annual sales for last three (3) years; 2014, 2015, 2016.

Toshiba Response:

TABS is a subsidiary of Toshiba America, Inc. and Toshiba TEC Corporation (TTEC) under the Toshiba Corporation umbrella. Annual sales for TTEC over the past three years are:

2016 = \$4,728,595,000.00

2015: \$4,365,292,000.00

2014 = \$4,847,173,000.00

TTEC's annual reports are located at the following link:

<http://www.toshibatec.com/company/ir/material/#report>

Note, Fiscal year end is in March of each year for the prior calendar year. So 2016 annual report reflects Fiscal Year 2015.

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2014, 2015, 2016.

Toshiba Response:

Toshiba does not track sales by sector; however our best estimate of public sales for the past three years are:

2016 = 18%

2015: 17%

2014 = 16%

12. What is your strategy to increase market share?

Toshiba Response:

The client is at the center of everything we do at Toshiba and the philosophy that we apply to our products and services is based on the company's mission statement, which is to "Always exceed our clients' expectations by providing leading-edge imaging and information workflow products and services, while meeting our commitments to our shareholders, employees and community." As a valued partner, BDO will receive award winning multi-function devices; local, responsive service; knowledgeable technical support; and an account management team dedicated to serving your company's needs throughout the life of this contract.

As an industry leader in the MPS space, having pioneered this service in 2003, Toshiba's programs are consistently praised by analysts in the marketplace. Our strategic partnerships with HP and Lexmark, enable us to directly provide service and supplies for HP and Lexmark printer products to our clients. Through our innovative PageSmart programs, we can also support over 900 different models of printers for our clients.

Our core services include expert-led Managed Document Services (MDS) that support organizations to take control of document security, workflow and print environments. Our MDS business has experienced 78 percent year-over-year growth, accounting for approximately 12 percent of the company's total revenue. We are an industry leading business printing solutions innovator. With the award-winning Encompass™ managed print services (MPS) program, e-STUDIOTM line of multifunction printers (MFPs), toner products and retail information/thermal printing systems, TABS is leading the way for businesses to print smarter, work safer and conserve resources.

Toshiba - Your Information Technology Partner

As part of our strategy to improve market share, Toshiba works with our clients to review their entire communication strategy which encompasses all areas of managed print services, security, environment, assessment, asset management, workflow solutions and fleet optimization as it pertains to the document life cycle. We have expanded our core offerings to include innovative visual and digital signage solutions that truly enable exceptional value and turnkey end-to-end solutions to deliver information throughout an organization. Part of this strategy includes key alliances with leading software innovators such as Microsoft, Adobe, EFI, Prism, Drive, Fasoo.com, PaperCut, DocuWare, Ringdale, and others who enhance the capabilities of our MFDs by combining document imaging, scanning, search and retrieval, variable data printing, reporting, security, cost recovery and document management into a single device.

Toshiba's success with this strategy is evident in the result of our year over year growth, as well as consistent recognition as a valued vendor partner for our clients, allowing them to develop strong, yet flexible programs that blend innovative solutions, quality products, expedient service and strong account management.

13. What differentiates your company from competitors?

Toshiba Response:

Solving business communication challenges using our unique approach and methodology is a key differentiator of Toshiba, and what distinguishes us as a global market leader. Our focus is on being a valued partner to our clients, offering a breadth of business communications solutions, leading technology software solutions with professional services, innovative SecureMFP solutions, and collaboration with our clients to deliver integrated total communication technologies sets Toshiba apart as a world class services 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 work hand-in-hand 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 customer's 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 edge technologies. 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) and finding digital destinations for their content (digital display signage). Toshiba offers local, national and global account management services. Our 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 efficient experience with Toshiba. The account management team will adjust deliverables based on TCPN and Region 4 ESC's expectations. Beyond asset management, Toshiba can provide benchmarking savings analysis to ensure the client is achieving the objectives we described and agreed to in our contract, as well as provides us a framework for continuous improvement. Our goal is to maintain client relationships as long as possible, therefore ensuring a consistent and incremental customer revenue recognition.

- **Focused on Business Communications Solutions** – A key differentiator is our ability to adapt to our clients' operating requirements and provide a sound improvement strategy that considers budgetary, cultural, best practices, technology and security requirements, and a host of other factors. We offer a breadth of solutions within our business services portfolio, including Output Management (MPS, Print reduction, fleet optimization, legacy print support, technical refresh and mobile printing); Capture and workflow (Electronic Document Management, workflow Intelligent Capture, e-forms, document and device security); and Digital Signage (indoor/outdoor, touch screens/kiosks, conference rooms, content management, design/implementation, service/support).
- **Print Output Strategies** customized to fit your business – Toshiba provides our clients with the best solutions by identifying specific applications and then matching software capabilities to those applications or workflow process and subsequently transferring the task to the MFD to improve your overall efficiency and productivity. We have alliances with leading software innovators such as Microsoft, Adobe, EFI, Prism, Drive, Fasoo.com, PaperCut, DocuWare, Ringdale, and others who enhance the capabilities of our MFDs by combining document imaging, scanning, search and retrieval, variable data printing, reporting, security, cost recovery and document management into a single device. Toshiba's Solutions Design and Implementation team are available to scope your project and recommend the best integration solution for your needs. These individuals have extensive industry expertise and, in partnership with key hardware and software providers, can help assess and identify areas for document management and workflow improvements, and provide recommendations to expand the utility of the MFDs and printers and help you to capture, manage, deliver, and secure your documents more efficiently
- **SecureMFP** – Security is a big focus for Toshiba and our clients, as digital leakage becomes an ever increasing issue. We take a multi-tiered "defense in depth" approach to secure printing, graduating from the device to the enterprise. Natively, our devices incorporate technologies such as: department codes, private print, secure PDF, strong passwords, network authentication with RBAC, usage limitations, job log and email authentication. SmartCard Authentication is available as well. To ensure that the highest levels of network protection

and secure communication are upheld, Toshiba MFPs employ a wide range of measures to combat potential security threats to the network, including IP/MAC Address Filtering, Secure Sockets Layer (SSL), SMB Signing and IPv6. Most importantly, Toshiba MFPs offer the world's first Self-Encrypting Drives (SED) equipped with Toshiba's proprietary Wipe Technology and suite of security functions that bring unsurpassed level of data protection to IT hardware. This HDD AES encryption and data overwrite function offers the benefit of IEEE 2600 security mode compliance – the highest security level of its kind. This technology allows users to determine a range of security settings, including invalidation of encryption keys and data invalidation when a drive is removed from its housing or connected to an unauthorized host system. We take a multi-tiered “defense in depth” approach to secure printing, graduating from the device to the enterprise. This multi-layered approach of Toshiba's security solutions, which we brand as SecureMFP, focuses on four categories of security: Device, Document, Access, and End-of-Life.

➤ **Breadth of Integrated Communication Technologies** – As a global technology company, one of the significant benefits Toshiba can bring to its clients is a significant depth of services. Organizations today are looking to integrate solutions beyond print. Many are looking at volume-reduction strategies, or seeking to transition printed output into a more digital format for display communications like digital signage. Coupled with eco solutions and paper-reduction strategies, these types of solutions may be bundled with current managed print solutions providing a seamless integration that has significant environmental and financial benefits. We collaborate continuously with our clients to discover new and improved ways to integrate our technologies and deliver a deep pool of quality solutions. This collaboration results in integrated holistic technology solutions for every stage of the information lifecycle:

- Information Creation through products such as desktops, PCs, MFPs, kiosks, POS terminals, interactive digital signage, scanners, etc., as well as through content creation services.
- Information Capture and Management in storage devices or cloud solutions.
- Information Security Solutions to protect your sensitive and confidential information from falling into the wrong hands.
- Information Eco-Solutions to help reduce your carbon footprint, operate more efficiently, manage user behavior and reduce energy costs.
- Information Delivery through print, soft copy distribution and visual displays.

For example, through our digital signage offerings, we now deliver solutions that integrate visual, digital and print communication. Through our persistence to review current solutions for improvements as well as discovering new ways of extending technology platforms, our clients have the ability to increase their buying power, gain control of spend and obtain comprehensive security, environmental and user-efficiency solutions.

Additional Differentiators:

Elevate Customized User Interface

Toshiba's new embedded user interface, ELEVATE, is designed to simplify the commands users need to execute jobs at the Toshiba MFDs. For example, a scan-to-email button can be utilized that automatically creates a PDF file from a scan and takes the user to a screen where they can select an e-mail address. This reduces to two steps a process that on previous generations of MFDs may have taken seven or eight steps.



With ELEVATE, scheduled for launch this summer, Toshiba has created eight vertical templates designed to incorporate processes common to those specific markets. There are eight industry-specific interfaces - government, healthcare, education, logistics, manufacturing finance, retail and houses of worship - for industry specific tasks. These templates are starting points and can be completely customized for a user.

- Some of the user features and benefits include:
- Simplifies commonly performed tasks
- Direct Access to Specific Functions
- One Touch Functions Minimize End User Training
- Align with Security / Regulatory Compliance Standards
- Simplified User Editable Functions

Please see the Elevate Data Sheet at the end of this section for additional information about this exciting product.

MoFoto Mobile App

Toshiba MoFoto augmented reality experience application transforms personal experiences within a retail setting or sports and entertainment venue by combining digital signage and augmented reality for a truly captivating experience.

The MoFoto mobile app layers digital content over a physical environment and allows fans to take a virtual photo with their favorite sports figure or celebrity while attending an event. A life-like, digital representation of the athlete or celebrity appears next to the fan as if they were physically there. The photo can then be shared with friends through social media.

The Customer Branded MoFoto is completely customizable using various asset types such as photos, 3D images, and videos. MoFoto is the perfect augmented reality product to increase company branding, enhance a store experience, offer incentives or for gaming interaction.

MoFoto customer features and benefits include:

- Product Information
- Increase Company Branding
- Enhance Fan Engagement
- Improve Store Experience
- Offer Incentives
- Game Interaction

Each customer branded MoFoto includes a 55" touch screen display, media player, white kiosk enclosure with up to 2 color logos, software license, uniquely created customer branded app and up to 5 custom triggers using customer supplied still images.

By selecting Toshiba as your trusted provider, TCPN and Region 4 ESC will have the opportunity to connect and build on exiting technologies in a seamless and very cost effective way.



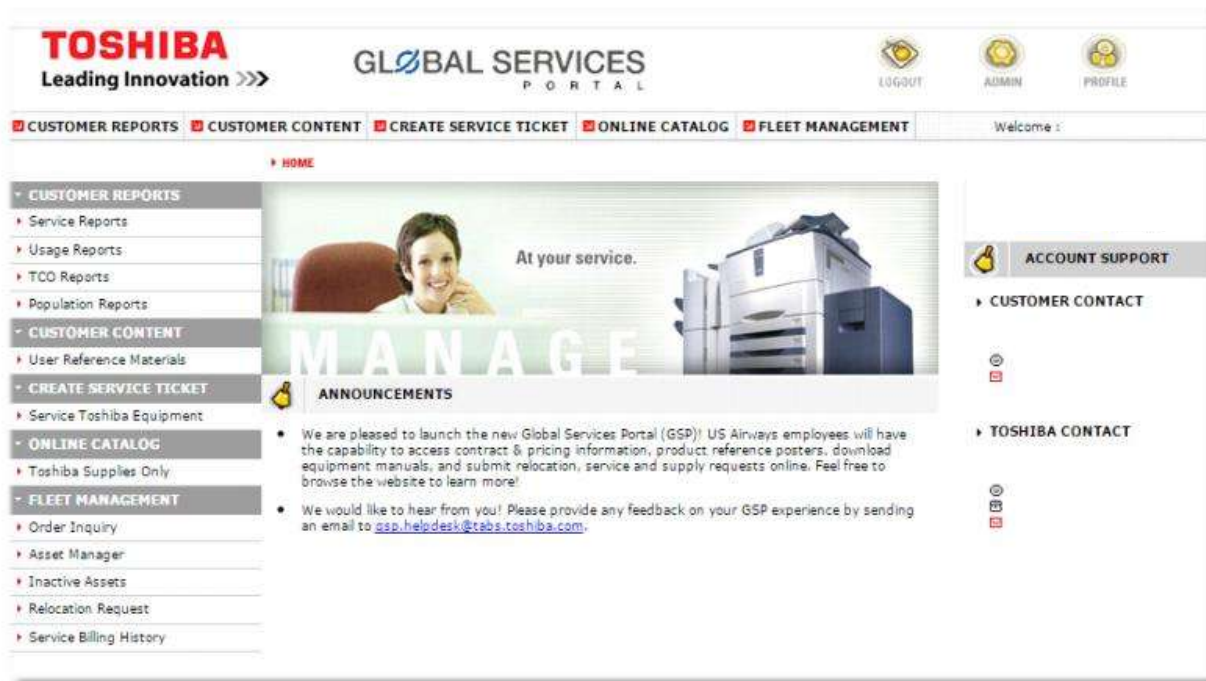
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

Toshiba Response:

Online Fleet Management

An integral component of our program is the Global Services Portal (GSP), a multi-level online resource that offers full visibility and access to a user-friendly, self-service website, 24 hours a day. The actual site can be custom-branded to your organization, with specific customer content such as assets, locations, company contacts, bulletin boards, user training documents and unique e-commerce catalogs. This secure web portal is integrated with Toshiba's back-end systems for service dispatch and supply ordering,

allowing us to automate many transactions and serve your account with efficiency and accuracy. The site allows authorized users to view, track, and report device usage by model and location; service history and statistics; population reports by type, model and location; and request service and supplies. Other useful product information such as user reference manuals, contract information, and pricing will be available to you as well.



15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

Toshiba Response:

Break/fix service and maintenance is available Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding observed holidays. Toshiba's National Dispatch Center is available at no charge to receive service and supply requests from 5:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday. Participating Agencies will be provided with a toll-free telephone number and a secure web portal (email and facsimile communication is also available) for use in requesting service and supplies or for general inquiries.

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Toshiba Response:

Toshiba has pending litigation that is not relevant to this RFP, and will not impact our ability to perform our obligations under any future agreements.

Toshiba America Business Solutions, Inc. is a wholly owned subsidiary of Toshiba America, Inc. and Toshiba TEC Corporation under the Toshiba Corporation umbrella. Any material, financial and business outcomes are discussed in our Quarterly and Annual Reports, located at <http://www.toshibatec.com/company/ir/>.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Toshiba Response:

As depicted in the “Go To Market Strategy And Marketing Related Activities” schedule, Toshiba has a well-defined strategy to implement this program and roll out our sales and marketing strategy to our authorized service providers. Toshiba has been very successful in managing other cooperative accounts and would do the same for Region 4 ESC and TCPN.

- a. A co-branded press release within first 30 days

Toshiba Response: Toshiba's marketing department will work with Region 4 ESC and TCPN to develop a co-branded press release within the first 30 days of contract signing.

- b. Announcement of award through any applicable social media sites

Toshiba Response: Toshiba's marketing department will work with Region 4 and TCPN to release the press release through all applicable social media sites.

- c. Direct mail campaigns

Toshiba Response: We will work with Region 4 and TCPN to direct market to all participating agencies as applicable.

- d. Co-branded collateral pieces

Toshiba Response: Toshiba has experience in co-branding collateral for other GPOs, including the TCPN and Region 4 ESC. We will co-brand collateral for this opportunity as well.

e. Advertisement of contract in regional or national publications

Toshiba Response: We will work with Region 4 and TCPN to advertise to all participating agencies as applicable.

f. Participation in trade shows

Toshiba Response: Toshiba is committed to attend and participate in trade shows to support and promote this program throughout the term of the contract.

g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:

- v. TCPN and Region 4 ESC Logo
- vi. Link to TCPN and Region 4 ESC website
- vii. Summary of contract and services offered
- viii. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Toshiba Response: We will work with the TCPN and Region 4 ESC to design and publish a Website specific to the goals of this Master Agreement. We have done this successfully with other purchasing groups. As an example, please see our WSCA contract Website at <http://us.toshiba.com/wsca>

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Toshiba Response:

As depicted in the “Go To Market Strategy And Marketing Related Activities” schedule below in our response to Question 20, Toshiba has a well-defined strategy to implement this program and roll out our sales and marketing strategy to our authorized service providers. Toshiba has been very successful in managing other cooperative accounts and would do the same for TCPN and Region 4 ESC.

19. Explain how your company plans to market this agreement to existing government customers.

We participate in a number of cooperative purchasing organizations such as DuPage County/National Intergovernmental Purchasing Alliance (NIPA), Commonwealth of PA (CoStars1), King County Director’s Association (KCDA), Massachusetts Higher Education Consortium (MHEC) and Western States Cooperative Alliance (WSCA-NASPO). We actively work with each of our cooperative purchasing partners to ensure that our partnership is successful.

Toshiba and the TCPN and Region 4 ESC will work together to gain business. We will discuss our methodology in detail during implementation.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

Toshiba Response:

Toshiba is committed to rolling out the TCPN and Region 4 ESC in a timely and controlled manner following contract award. The following is a sample of our plan to implement; subject to final award:

GO TO MARKET STRATEGY AND MARKETING RELATED ACTIVITIES

Timeframe	Action Item	Tasks	Owner
Day 1 - 10	Upon award, meet with TCPN and Region 4 ESC to clarify program goals and strategies; clearly articulating quantitative and qualitative objectives and desired approach	<ul style="list-style-type: none"> Schedule meeting with appropriate team members Finalization of Contract Verify list of Participating Agencies and obtain contacts to develop communications channel (sales, marketing, follow up) 	Director of National Accounts National Account Manager Director, Bids and Proposals Contracts Manager
Day 1 - 10	Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy	<ul style="list-style-type: none"> Communicate award to all key executive management for flow down to national sales force 	Director of National Accounts – West
Day 7-14	Contract Summary	<ul style="list-style-type: none"> Distribution of contractual obligations and operational framework of offer Order, invoicing and payment Maintenance and supplies Insurance Lease and finance arrangements 	Contracts Manager/Administrator
Day 7-45	Implementation/Operations and Dealer Engagement	<ul style="list-style-type: none"> Creation of co-branded press release and distribution to trade publications and Toshiba Website Development of TCPN and Region 4 ESC / Toshiba Website for information, ordering and contract details Customer facing packet that includes contact info for procurement to Toll-free number to order and inquire about product, website to learn about product, assessments/proposals process, ordering instructions Dealer launch packages (order instructions) with rules of engagement and dealer sign off to participate Provide Link from TCPN and Region 4 ESC intranet to Toshiba's Global Services Portal Sales & Rebate Reporting Set up Web portal for ordering Develop advertising budget and calendar 	Implementation Project Manager
Day 45-90	Engage Toshiba's Corporate marketing Team to advertise the Contract benefits and drive awareness	<ul style="list-style-type: none"> Create initial program materials & communications Formal Announcement - TCPN and Region 4 ESC/Toshiba relationship to all 	Director Marketing/Manager of Learning Development and Technology

Timeframe	Action Item	Tasks	Owner
		<ul style="list-style-type: none"> participating state agencies Mandatory E-Le@rnings - On-Line Web to ensure NAMs, DSMs, TBS and dealers understand the sales cycle processes and procedures for TCPN and Region 4 ESC Intro article for TCPN and Region 4 ESC newsletter /website /other correspondence Mail/e-mail blast to TCPN and Region 4 ESC member community, include dealers contact info, web portal Sales Blasts (internal/external) Development of Trade Show / Conference Calendar. Identify attendees and budget Design advertising for trade publications Toshiba Exchange Extranet 	
Day 45-90	Sales/Account Management	<ul style="list-style-type: none"> Assign Sales Staff Dealer Incentives Opportunities tracked via Sales Force automation system Monthly Reviews Activity Reports Provide ongoing dealer email communication and mailers Host orientation meetings with key users Sponsor Open Houses and/or "Lunch and Learn" demo sessions 	Director of National Accounts – West National Account Manager

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

Toshiba Response:

Toshiba has a multi-level service and support structure already in place to administer and manage the TCPN and Region 4 ESC account. The cornerstone of this structure is our Strategic Accounts Program, which combines our national sales, service, marketing, and technical support expertise with a local touch that assures you of easy, uninterrupted access to local service expertise. This structure has been very successful on other major managed print services accounts. Our nationwide network of over 350 service providers will be actively managed by Mike Straka, Toshiba's Senior Enterprise Services Consultant and your primary point of contact.

Mike will also lead our sales team both nationally and locally to identify, contact and visit participating agencies to meet with them and discuss our program, value adds and determine how best to meet their document management needs with a Managed Print Services solution.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Toshiba Response:

Toshiba agrees.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ in year one

\$ in year two

\$ in year three

Toshiba Response:

As we are new to this contract, we cannot project what revenue would be anticipated in the first three years. We do expect to work closely with TCPN and Region 4 ESC to grow the business year over year. We will discuss this further with you upon implementation.

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Toshiba Response:

Toshiba participates in select national and regional cooperative purchasing programs which include:

- DuPage County and National Intergovernmental Purchase Alliance (National IPA)
 - National IPA
Contact Person: Christine Dorantes
Phone Number: 615-431-8182
 - DuPage County
Contact Person: John Meneghini
Phone Number: 630-407-6183
- Massachusetts Higher Education Consortium (MHEC)
Contact Person: Joan Miller, MCPPO
Phone Number: 413-577-3550
- NASPO ValuePoint Cooperative Purchasing Organization
Contact Person: Bart Lemmon
Phone Number: 625-255-0730

- Texas Department of Information Resources
Contact Person: Linda Hart
Phone Number: 512-936-1775
- King County Directors Association
Contact Person: Shaneel Fox-Lockard
Phone Number: 425-282-0683

25. Describe the capacity of your company to report monthly sales through this agreement.

Toshiba Response:

Toshiba is fully capable of reporting monthly sales through this contract. We do this for all of our purchasing cooperative customers as well as for many government clients who require sales reporting.

Each awarded agency will be set up in our National Accounts Program and coded as a TCPN / Region 4 ESC account. All orders, service billing and other contract deliverables are linked by this code, allowing for easy identification for sales reporting back to the account. Our Customer Service/Billing Team will ensure that this code is used for equipment fulfillment, asset tag management, move and relocations, disposal management and equipment and service billing. Our Contract Administration Team then pulls the sales information tied to the contract and consolidate this to report total sales and calculate the amount of administrative fee owed the customer based on the contract requirement.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Toshiba Response:

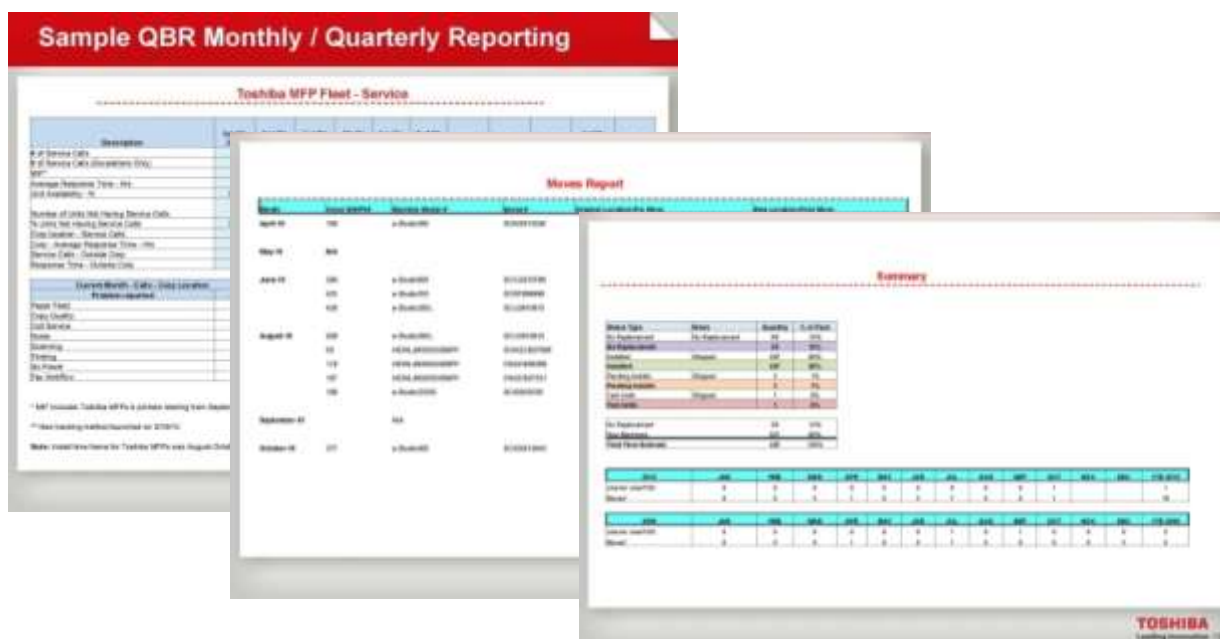
To monitor our performance and ensure quality service is delivered, your Account Manager will attend Quarterly Business Reviews (QBRs) with key stakeholders. This will be a forum to discuss the performance of your dedicated Account Management Team, your overall satisfaction with our services and areas where we may improve. Your Account Manager will also provide quarterly analysis to optimize your managed print environment. The feedback and performance results solicited through these business reviews will be communicated to every Toshiba employee serving your account.

Some of the other topics we intend to cover during these meetings include:

- ✓ Key customer concerns – implementation, machines, relocations, etc.
- ✓ Volumes and usage
- ✓ Asset management and supply assessment
- ✓ Reports
- ✓ On-going training needs
- ✓ Product utilization and efficiency
- ✓ Benchmark customer satisfaction

The following reports illustrate the types of information we generally capture and track for our enterprise clients. We prepare these reports and present them to our clients before our client review meetings, allowing for more in-depth discussion and understanding during our meetings. We will address any issues

proactively, ensuring your fleet is not just up and running, but capable of delivering the business results you require.



27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Toshiba Response:

Toshiba has shifted from a traditional product-centric company to a wider solutions-based provider that focuses on the efficient sharing of information. We are in the business that helps people and organizations maximize the value of the data and information they own. We are part of a global manufacturer of information and communications equipment, electronic devices and components, medical and industrial systems, power systems, consumer and business electronics, household appliances, and more. This has opened the door to a number of successful B2B and B2C partnering arrangements.

Digital Interactive Technology

Toshiba products extend beyond MFDs and printers. We are rising to the needs and wishes of the client by offering eye-catching, innovative, slim and robust digital display solutions to attract and entertain consumers while enhancing their on-site experience. Wall-mounted or shelf-mounted, these flexible full-color LCD panels allow businesses to stream tailored videos and promotions to capture your audience's attention,



educate and inform customers, and build brands. Digital signage applications offerings include:

- **Wayfinding** – Direct clients throughout your office or government building and efficiently using informational signage.
- **Interactive and art displays** – Create striking, moving images that will catch the attention of your target audience. They can be interactive or art or any combination of the two.
- **Kiosks** – Reach clients in an interesting, interactive way. Digital kiosks can be informational, directional and entertaining in any configuration.
- **Multiple display video wall** – Deliver an engaging and dynamic message using multiple displays for multiple images or create a single seamless image for the highest level of impact.
- **QSR menu boards** – Create cross-selling and up-selling opportunities and impact consumer behavior at the point of sale by scheduling specific daypart promotions during peak periods. Plus, you can manage your signage from a central location.
- **Corporate conference rooms** – Deliver dynamic presentations and collaborate with your audience through the use of an interactive display solution.

Toshiba’s competitive advantage – and **a defining differentiator** – is our ability to provide a broad range of communications and technology applications through a single vendor. As these solutions are currently out of scope on your RFP, we are listing them here for your benefit to better understand how Toshiba can become your technology solutions partner.

Ellumina Digital Signage Services

Through the use of dynamic, interactive digital signage, financial institutions can better serve customers and greatly augment the customer experience. Instead of using a static bulletin board or brochure, Agencies can tout its many government services using the latest in digital signage technology from Toshiba.

Take advantage of the captive audience inside your office or in front of your complex, with Toshiba’s dynamic line of digital signage solutions. You can deliver impressive messages to all the right people using the latest touch-screen digital technology. You can engage with your customers anywhere—in the lobby, behind tellers, transactional self-service kiosks or drive-thru displays. You can use digital signage to do anything you need, including:

Promote products and services

- Wayfinding
- Display rates and quotes
- Display events and daily meetings
- Train employees

Toshiba brand Ellumina Digital Signage Services are fully managed content and communication solutions that deliver your message to a targeted audience at the right place, the right time, for a competitive price. This comprehensive program includes indoor 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 best-in-breed product.

In addition to our LED display offerings, Ellumina Digital Signage Services consists of two more media platforms: Virtuoso and Experience Manager. Each offers a unique experience your customers will not soon forget. Do you need to reach hundreds or thousands of people at once? Experience Manager offers the media tools and visual delivery system to grab attention and provide the call to action you are looking for to increase your sales. Looking for a more intimate interactive experience for a smaller audience? Virtuoso offers a dynamic touch screen that is as easy to navigate as a tablet and large enough to deliver a presentation to the board of directors.

Barcode and Thermal Printing

Toshiba is one of the world's largest manufacturers of barcode solutions backed by an extensive technical support network. We support the entire life cycle of the product, from the design concept, manufacture, delivery and recycling. This in-house development provides us with the advantage of making sure our printers perform to our highest standards of expectation. Our wealth of experience delivers the performance you have come to expect and provides products with exceptional user benefits and Toshiba brand reliability. Applications include:



- Transportation/Logistics - Shipping, route sorting, bin labels
- Healthcare - wristband, specimen, prescription bottle labels
- Commercial Service - Event ticket, receipt, inspection label/tag
- Industrial/Manufacturing- Product, carton, pallet, process tracking labels
- In-Store and Distribution Centers - Shelf marking, price tag/label, markdown label
- Additional- Asset label, compliance label, mobile/remote label/tag

Partnering with Toshiba allows participating agencies to reap the benefits of one of the world's leading technology companies that has a long history of first-to-market expertise, innovation, value, financial stability, and international reach. This affords you unparalleled access to the latest in information and communications equipment, electronic devices and components, consumer and business electronics, household appliances, that few, if any of our competitors can offer.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

Toshiba Response:

Toshiba Group companies recognize that the basic responsibility of people living today is to hand over the precious global environment to the next generation in a sound condition. Out of this recognition and in accordance with Toshiba's Environmental Vision, we strive to create affluence and ensure coexistence with the earth. We will also contribute to realizing a sustainable society by aiming at achieving a low-carbon and recycle oriented society that strives to coexist with nature through our environmental activities.

With **Greening of Products, Greening of Process and Greening by Technology** as important pillars of environmental management, the Toshiba Tec Group is actively driving environmental protection, to contribute to the reduction of environmental impacts in business.

The Greening of Process seeks to reduce our environmental impact from the perspective of climate change mitigation, the efficient use of resources, and the management of chemicals. Greening of Products assesses our impact through every step of the product lifecycle – from material procurement to end-of-life disposal – to ensure the highest level of environmental performance for all of our products. Greening by Technology spurs the creation of innovative approaches to technology that provides stable sources of power to mitigate the effects of global climate change. Toshiba has formulated environmental action plans and managed specific environmental activities and their targets in accordance with these plans.

We incorporate environmental values and stewardship into all of our activities, from product design and manufacturing to end-of-life removal. In the procurement of raw materials and components, reduction of environmental impacts is required in terms of resource consumption. In terms of prevention of global warming, reduction of environmental impacts is required at the product usage stage. Also, we avoid, to the maximum extent practicable, the use of chemical substances that may cause environmental pollution. Toshiba enhances the design of Environmentally Conscious Products (ECPs) while taking into account 3R (Reduce / Reuse / Recycle) conscious design, energy-saving design, and design for reducing environmental impact substances.

Value Added Service: Consumables Recycling

For consumables recycling, Toshiba is extending to XX, at no cost, Toshiba's exclusive Zero Waste to Landfill recycling program for disposing of your spent consumable supplies such as toner and fax cartridges, drum units and waste bottles/toner bags for both Toshiba and other products offered or maintained by Toshiba. You would simply place the cartridge in the collection box. In partnership with internationally recognized recycler Close the Loop, we provide everything you need: recyclable collection boxes and supplies, freight, transportation, and recycling services for Toshiba supplied toner bottles, laser cartridges, drum units, toner bags, and other bulk imaging consumables. Once the box is full, you remove the bag from the collection box, tie off and leave in the pre-arranged collection point or return via UPS.

Value Added Service: Encompass EcoSmart Green Report

In the managed print services arena, more and more customers are asking us to help them meet their corporate green initiatives. This can involve measuring and improving such areas as electricity use, paper waste, CO2 generation and solid waste recycling. Toshiba has addressed this with our Encompass EcoSmart Green Report, an enhancement to our Encompass Document Analysis program that provides customers an accurate measurement of energy consumption, carbon emissions, paper usage and solid waste of their print devices.

This Green Report is a core initiative of Toshiba's Managed Print Services Program in helping you save money, reduce energy usage and waste, and minimize your environmental footprint. Using information acquired during the assessment of your printing environment, we calculate your eco footprint: consumption of natural resources, production of waste product, as well as utilization and cost of energy required to power your fleet of devices together with the resulting CO2 emissions. The report highlights ways to help your company realize significant cost savings and efficiencies by optimizing your print environment and in doing so help you meet your green objectives.

Value Added Service: PrintReleaf Program

To build upon its commitment to maintain a more sustainable planet, Toshiba has become an authorized distribution partner of PrintReleaf Exchange [PRX], the first technology platform offering cloud-based paper tracking and reforestation. This partnership allows Toshiba to provide its customers with an innovative and authentic way to promote sustainable business practices.

PRX measures paper consumption through a patented aggregation process that implements automatic transmission of device and fleet data collected by print management software on multifunction printers. This enables organizations to help neutralize paper waste and participate in sustaining our global forests.

PrintReleaf is a natural extension for Managed Print Services. Utilizing the feed from the data collection agent, PrintReleaf's cloud technology links paper consumption to automatic reforestation. Whenever MFDs print documents, PrintReleaf translates them into new trees. Specifically, for every 8,333 pages printed, a new tree is planted. Through this program, organizations can take an active role in neutralizing paper waste and sustaining our global forests.

Customers can manage their consumption and reforestation projects through their own online PrintReleaf portal. Paper consumption data is automatically updated within the portal where customers can view their forest impact, select their global reforestation projects where they would like to re-leaf, and link their PrintReleaf account to social media channels, including Twitter and Facebook, as a means to promote their participation in sustainable business practices. Settings are interchangeable on a continual basis. Toshiba has a company-wide sustainability management program that incorporates reduction in waste, innovative and aggressive energy conservation, reduction in greenhouse gas emissions, protection of the environment, recycling, communication, and promotion of clean technologies in all of our business practices.

Value Added Service: Next Generation eco MFD

Introducing the new **e-STUDIO4508LP Hybrid MFP**. This 45 page-per-minute (ppm) MFP prints conventional black toner and provides all the features and document finishing found on Toshiba's other MFPs, but provides the unique ability to also print erasable blue toner allowing paper to be re-used!

The e-STUDIO 4508LP features a hybrid design, prints at 45 ppm in monochrome or eco mode with erasable blue toner and the ability to reuse paper. The unit can be configured with any number of



options, including finishing, and should be available in June, according to Joe Contreras, TABS Vice President of Products and Solutions Marketing.

Features and benefits include:

Erasable Blue and Conventional Black Toner - Print blue for draft copies, emails and any temporary-use documents. Black for finished documents and those being distributed.

Built-in Erasing Capability - Paper to be erased can be placed in drawer and erased with the press of a button.

Supports ST-LD - Whether printing or erasing, all paper sizes of conventional MFPs are supported.

Rules-Based Printing - New driver feature allows automatic printing on erasable blue based on application (email etc.).

e-BRIDGE Paper Reuse Report - Application monitors your environmental contribution by reusing paper and encourages erasable printing.

The e-STUDIO RD301 Paper Reusing Device adds value when combined with the e-STUDIO4508LP Hybrid MFP. With its two receiving trays and network interface it can scan documents to a remote file location or USB thumb drive, then erase and sort reusable paper (that fully erased) from non-reusable paper (i.e. paper written on with regular pen etc.) all in a single pass!

Sustainability Programs

Toshiba's Sustainability Programs include the reduction of environmental impacts, pollution prevention, development of environmentally conscious products (ECPs), and the promotion of a Reduce, Reuse, Recycle work environment, in compliance with the EPA Energy Star Program and international directives such as WEEE and RoHS. Toshiba's equipment and toner manufacturing facilities hold the internationally recognized ISO 14001 EMS certification as part of our long-term commitment to environmental performance. Our products are designed and manufactured to reduce power consumption and help clients save on their electricity costs. This is evidenced by the number of major international environmental labels such as Green Purchasing Law, Japanese Eco Mark, Toshiba Group Earth Protection Mark, EPA ENERGY STAR, and others.

To further underscore our commitment to designing and delivering environmentally friendly products, most Toshiba e-STUDIO multifunction products have achieved EPEAT (Electronic Product Environmental Assessment Tool) certification. The EPEAT system rates products on a lifecycle basis and considers, among other things, its absence of toxic substances, its use of recycled and recyclable materials, and its design for recycling, product longevity, energy efficiency, corporate performance and packaging.

Global top rating in the CDP 2014 Japan 500

CDP 2014 Japan 500, an international environmental appraisal conducted annually by the UK-based non-profit organization CDP, listed the Toshiba Group for the second year running in both their Climate Disclosure Leadership Index (CDLI) and the Climate Performance Leadership Index (CPLI).

Our efforts regarding climate change and our work to tackle greenhouse gases were rated highly; we were the first ever Japanese company to receive a score of 100 for the disclosure and our performance was given an A rating.



At the CDP 2014 Japan Report Meeting, our CEO took the stage and spoke: "I am extremely glad that we have been chosen both for the CDLI and the CPLI. Our strategy regarding climate change issues, and our business management strategy, are one and the same thing. We will continue to aim for No. 1 environmental performance in all respects, such as energy conservation, for all the products that we create." He thanked those involved, and stated Toshiba's environmental resolutions.

Following the Japanese manufacturing principles of “Monozukuri,” Toshiba strives to create products with pride and passion, keeping our customers in mind all the time and everywhere. Our goal is to provide timely products and services with reliable quality and functions as well as high user-friendliness, creating value with our customer in mind through our superior proprietary technology and in collaboration with the world’s best partners.

In order to ensure that our products are of the finest quality, Toshiba undertakes quality assurance testing and simulations to check the quality of our products in all environments and situations. By assessing the functionality and reliability of our products at every step from product development to manufacturing and final delivery, we maintain the highest product quality. Ensuring product safety through careful assessment also is a top priority.

Long before production begins, sample tests are carried out with MFP prototypes, often under extremely stringent conditions. These tests include:

- Climatic test under extreme conditions
- Storage test
- Life test with security factor
- Health test
- More than 50 individual tests
- Step-by-step optimization of materials, parts and procedures

Thus, quality control begins with the strict regulation of all incoming materials. Moreover, the entire production chain is subject to in-process inspections and product spot-checks to avoid the multiplication or extension of errors. If errors do occur, the supplier responsible is contacted and the source of the error is analyzed and remedied to avoid repetition.

Each genuine Toshiba item bears a specific lot number which makes the identification and tracking of defective items easier. This number enables suppliers to trace the production date, plant, etc., of any of the items in question.

A few examples that highlight the success of our testing and quality control system include:

- Toshiba OPC drums are coated with the best organic photoconductors available. These photoconductors have a spectral sensitivity that is adjusted especially for the particular machine concerned.
- Quality material selection ensures that heat rollers maintain their appropriate tolerance throughout their service life. In compliance with emerging European laws, Toshiba's rollers have superior quality to meet recycling requirements.
- Genuine Toshiba toner is manufactured according to highly advanced and complicated procedures. More than 100 different parameters must be observed, including uniform charging, adherence to the grain size spectrum by the micrometer, special additions against dust, excellent flow, insensitivity to high humidity, and high yield. These are only a few of the demanding characteristics and requirements of toner manufacture.
- Toshiba laboratories have done tests that clearly show the performance and quality of

Toshiba genuine drums. Generation copy tests are performed so that the true reproducibility of the drum could be seen.

The products within our portfolio not only have to pass many strict tests and inspections during the manufacturing process but must also, where appropriate, comply with stringent electrical and electronic equipment standards such as the Waste Electrical and Electronic Equipment (WEEE) and Restriction of Hazardous Substances (RoHS) Directives as well as environmental standards such as the EPA ENERGY STAR, Japan's Eco Mark, Germany's Blue Angel Mark, China Environmental Label, Canadian EcoLogo Symbol, Nordic Swan Label, Taiwan Eco Mark, Korea Eco-Label, ECO-LEAF Label and others.

Beyond testing to our own production standards, Toshiba products are rigorously tested by leading independent test laboratories such as Buyer's Laboratory Inc. (BLI), Business Equipment Research and Test Laboratories (BERTL), Better Buys for Business, and others, and have demonstrated excellent to outstanding performance and reliability. Our e-STUDIO line has been recognized for overall superior color, color registration and toner that offers smoother reproduction of photos and halftones with excellent color fidelity and quality, receiving "Five Star Exceptional" rating from BERTL; "Editor's Choice Award from Better Buys for Business; "Best" overall ranking from OPA; and "Four-Star Editor's Choice Award from BLI, among others.

In order to consistently achieve the highest quality, we obligate our suppliers to meet the same strict quality standards as we do and therefore contribute to our overall efforts to achieve the highest quality and added value for the customer. Toshiba distributes to its suppliers Quality Assurance Guidelines for Suppliers summarizing Toshiba Group's quality assurance policy and supplier expectations. Based on cooperation among procurement, quality assurance and engineering operations, Toshiba Group audits its suppliers at appropriate intervals in accordance with the types and importance of the procurement items in order to ensure quality of procurement items at all times.

28. Please provide your company's environmental policy and/or green initiative. Vendor Certifications (if applicable)

Toshiba Response:

Toshiba's environmental policies can be seen at <http://www.toshibatec.com/company/csr/environment/>. Our CSR report can be found at <http://www.toshibatec.com/company/csr/report/>.

Specific information regarding our environment can be downloaded at http://www.toshibatec.com/tecfiles/pdf/en/about/csr/2016/csr2016en_09.pdf.

Toshiba is certified to the ISO 9000 Quality Management System (QMS) standard, which provides assurance to our customers that Toshiba is committed to quality through the acceptance of these standards, achievement of certification from an accredited registrar, and the continuous improvement in activities essential to consistent quality manufacturing and meeting customer requirements. All our factories and some sales affiliates worldwide are certified to the ISO 9000 /ISO 9001 QMS. The system is both internally and externally audited.

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental

entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Toshiba Response:

Toshiba e-STUDIO multifunction products have achieved **EPEAT GOLD** certification. The EPEAT system rates products on a lifecycle basis and considers, among other things, its absence of toxic substances, its use of recycled and recyclable materials, and its design for recycling, product longevity, energy efficiency, corporate performance and packaging. This EPEAT designation help environmentally conscious customers identify truly green devices.

Toshiba's EPEAT certified products can be found at the EPEAT website at:

<http://ww2.epeat.net/PublicSearchResults.aspx?return=pm&epeatcountryid=1&ProductType=13&manufacturer=45&stdid=2>

Toshiba's copier and toner manufacturing facilities are certified to the ISO 14001 Environmental Management System. This internationally-recognized certification assures Toshiba customers that we have an effective environmental management system in place for maintaining and improving the overall quality of the environment. Toshiba has included our ISO certifications at the end of this section.

Due to the scope of the RFP, we will provide any other federal, state, local and other licenses as required by the agency level.

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State Phone Number Years Serviced Description of Services
- Annual Volume

Toshiba Response:

We have included this information as requested in TAB 5.

Toshiba Dealer Location List

Toshiba Dealer Name	Address 1	Address 2	City	State	Zip	Phone
A & B BUSINESS EQUIPMENT	108 SOUTH MAIN		ABERDEEN	SD	57401	800-477-2425
A & B BUSINESS EQUIPMENT	1301 TRAIL RIDGE ROAD		BROOKINGS	SD	57006	800-477-2425
A & B BUSINESS EQUIPMENT	117 23RD STREET NORTH		FARGO	ND	58102	800-477-2425
A & B BUSINESS EQUIPMENT	1001 SOUTH DOUGLAS	SUITE 120	GILLETTE	WY	82716	800-477-2425
A & B BUSINESS EQUIPMENT	HAROLDSON'S	107 1ST AVENUE SOUTH	JAMESTOWN	ND	58401-4294	800-477-2425
A & B BUSINESS EQUIPMENT	200 SOUTH O'CONNELL STREET	SUITE 8	MARSHALL	MN	56258	800-477-2425
A & B BUSINESS EQUIPMENT	400 EAST HAVENS		MITCHELL	SD	57301	800-477-2425
A & B BUSINESS EQUIPMENT	633 EAST SIOUX AVENUE	SUITE 10	PIERRE	SD	57501	800-477-2425
A & B BUSINESS EQUIPMENT	1822 W KANSAS CITY STREET		RAPID CITY	SD	57702	800-477-2425
A & B BUSINESS EQUIPMENT	1600 NORTH A AVENUE		SIOUX FALLS	SD	57104	800-477-2425
A & B BUSINESS EQUIPMENT	2635 BROADWAY		SLAYTON	MN	56172	800-477-2425
A & B BUSINESS EQUIPMENT	140 EAST HUDSON		SPEARFISH	SD	57783	800-477-2425
A & B BUSINESS EQUIPMENT	1043 4TH AVENUE		WINDOM	MN	56101	800-477-2425
A & B BUSINESS EQUIPMENT	115 BROADWAY	SUITE 4	YANKTON	SD	57078	800-477-2425
A A OFFICE EQUIPMENT CO INC	1278 WEST WINTON AVE		HAYWARD	CA	94545	510-782-6110
ABC OFFICE MACHINES LLC	1327 REDWOOD AVENUE		GRANTS PASS	OR	97127	541-479-1481
ABS BUSINESS SYSTEMS OF ANNISTON	312 5TH AVENUE NW		ATTALLA	AL	35954	256-236-2679
ABS BUSINESS SYSTEMS OF ANNISTON	115 6TH AVE SW		CHILDERSBURG	AL	35044	256-236-2679
ABS BUSINESS SYSTEMS OF ANNISTON	260 INDUSTRIAL DRIVE EXT		OXFORD	AL	36203	256-236-2679
ABS BUSINESS SYSTEMS OF MOBILE	C/O CARTEL PHOTOCOPY OF ALABAMA	4127 HILTON DRIVE	FLORENCE	AL	36530	251-661-7267
ABS BUSINESS SYSTEMS OF MOBILE	4950 TUFTS ROAD		MOBILE	AL	36619	251-661-7267
ABS BUSINESS SYSTEMS OF MOBILE	C/O JT RAY COMPANY	1382 CLIFF GOODEN BLVD	TURELO	MS	38801	251-661-7267
ABS BUSINESS SYSTEMS OF MONTGOMERY	868 LAGOON COMMERCIAL BLVD		MONTGOMERY	AL	36117	334-396-0809
ACCURATE DATA SYSTEMS INC	84 OCTOBER HILL ROAD	SUITE 4	HOLLISTON	MA	01746	508-893-0700
A-COPI LLC	83 FARM ROAD		BANGOR	ME	04401	207-623-2674
A-COPI LLC	34 MARKET STREET		GARDINER	ME	04345	207-623-2674
ACT BUSINESS MACHINES	109 SIGNAL MOUNTAIN ROAD		CHATTANOOGA	TN	37405	423-266-3774
ACTION RENTAL & REPAIR	102 TIMBER LAKE		DURANGO	CO	81303	970-382-5908
ADAMS REMCO INC	8591 BYRON COMMERCE DRIVE		BYRON CENTER	MI	49315	574-288-2113
ADAMS REMCO INC	1220 ARROWHEAD COURT		CROWN POINT	IN	46307	574-288-2113
ADAMS REMCO INC	4901 SPEEDWAY DRIVE	SUITE 1	FORT WAYNE	IN	46825	574-288-2113
ADAMS REMCO INC	3611 ST JOHN BLUFF ROAD SOUTH	SUITE 14	JACKSONVILLE	FL	32224	574-288-2113
ADAMS REMCO INC	5937 WEST MAIN STREET	SUITE 4517	KALPAZOO	MI	49009	574-288-2113
ADAMS REMCO INC	MAX DAVIS ASSOCIATES INC	6280 BUSINESS PARK DRIVE	PORT SAINT LUCIE	FL	34952	574-288-2113
ADAMS REMCO INC	2364 S CLEVELAND AVE		SAINT JOSEPH	ME	49085	574-288-2113
ADAMS REMCO INC	2612 FOUNDATION DRIVE		SOUTH BEND	IN	46628	574-288-2113
ADAMS REMCO INC	MAX DAVIS ASSOCIATES	1101 NORTHPOINT PKY SUITE B	WEST PALM BEACH	FL	33407	574-288-2113
ADVANCED BUSINESS EQUIPMENT	1129 UNION BLVD		ALBANY	PA	18109	610-821-5563
ADVANCED BUSINESS SYSTEMS	1236 NORTH MORRIS STREET		TALLAHASSEE	FL	32303	850-222-2308
ADVANCED LASER PRINTER SERVICE AND S	40 ABERDEEN ROAD		BRISBANE	PA	17139	717-764-3272
ADVANCED OFFICE SOLUTIONS	5340 HOLIDAY AVENUE		BILLINGS	MT	59101	406-651-4488
ADVANCED OFFICE SYSTEMS INC	3028 JACKSON STREET		ALEXANDRIA	LA	71301	225-752-7700
ADVANCED OFFICE SYSTEMS INC	11404 INDUSTRIAL BLVD		BATON ROUGE	LA	70809	225-752-7700
ADVANCED OFFICE SYSTEMS INC	1100 POYDRAS STREET		NEW ORLEANS	LA	70163	225-752-7700
ADVANCED OFFICE SYSTEMS INC	841 OAK STREET		JOHNSTOWN	PA	15902	814-268-9531
ADVANCED SYSTEM SERVICES INC	2255 SPOONER AVENUE		ALTOONA	WI	54720	715-836-9559
ALFA BUSINESS INC	3371 CHICAGO AVENUE		RIVERSIDE	CA	92507	951-225-1515
ALL COPY PRODUCTS	210 EAST CIMARRON STREET		COLORADO SPRINGS	CO	80903	303-295-0741
ALL COPY PRODUCTS	4141 COLORADO BLVD		DENVER	CO	80216	303-295-0741
ALL COPY PRODUCTS	1512 GRAND AVE	SUITE 113	GLENWOOD SPRINGS	CO	81601	303-295-0741
ALL COPY PRODUCTS	503 COLORADO AVE		GRAND JUNCTION	CO	81501	303-295-0741
ALLIED BUSINESS SOLUTIONS INC	10094 WEST EMERALD STREET		BOISE	ID	83704	208-344-3833
ALLIED BUSINESS SOLUTIONS INC	1355 NORTHGATE MILE		IDAHO FALLS	ID	83401	208-344-3833
ALLIED BUSINESS SOLUTIONS INC	1252 SW 4TH AVENUE		ONTARIO	OR	97141	208-344-3833
ALLIED BUSINESS SOLUTIONS INC	1261 WILSON SUITE F	PO BOX 2614	POCATELLO	ID	83201	208-344-3833
ALLIED DOCUMENT SOLUTIONS & SERVICES	200 CHURCH STREET		SWEDESBORO	NJ	08065	856-241-2000
ALPHACOPY	4320 CATERPILLAR ROAD		REDDING	CA	96003	530-224-1500
AMERICAN BUSINESS SYSTEMS	9637 HOOD RD		JACKSONVILLE	FL	32257	904-880-2176
AMERICAN COPY SERVICE CENTER INC	2095 SOUTH MAIN STREET		WATERBURY	CT	06706	203-756-1259
AMERICAN LABEL PRODUCTS INC	4949 WEST 106TH STREET		ZIONSVILLE	IN	46077	317-873-9850
AMPRIN BUSINESS SYSTEMS INC	1005 PORT NECHES AVENUE		PORT NECHES	TX	77651	409-722-8514
ANAX BUSINESS TECHNOLOGY	8920 WEST TROPICANA AVE	SUITE 103	LAS VEGAS	NV	89147	702-478-9000
APPALACHIA BUSINESS COMM OF KINGSFORD	107 TRI CITY BUSINESS PARK DRIVE		JOHNSON CITY	TN	37615	423-477-1300
APPALACHIA BUSINESS COMMUNICATIONS	232 SOUTH PETERS ROAD		KNOXVILLE	TN	37923	865-531-9000
ARCTIC OFFICE PRODUCTS	100 WEST FIREWEED LANE		ANCHORAGE	AK	99503	907-276-2322
AREGOOD TECHNOLOGIES	165 RIDGELAND PLAZA		RIDGELAND	MS	39157	601-856-1947
ATLANTIC TOMORROWS OFFICE	400 BROADACRES DRIVE	SUITE 350	BLOOMFIELD	NJ	07003	212-741-6400
ATLANTIC TOMORROWS OFFICE	127 MAIN		NEW PALTZ	NY	12561	212-741-6400
ATLANTIC TOMORROWS OFFICE	134 WEST 26TH STREET 8TH FLOOR		NEW YORK	NY	10001	212-741-6400
ATLANTIC TOMORROWS OFFICE	4090 ROUTE 1 NORTH		PRINCETON	NJ	08540	212-741-6400
ATLANTIC TOMORROWS OFFICE	520 WHITE PLAINS ROAD	SUITE 510	TARRYTOWN	NY	10591	212-741-6400
AUTOMATED BUSINESS MACHINES	480 NORTH DEAN ROAD	SUITE F5	AUBURN	AL	36830	706-561-0075

Toshiba Dealer Name	Address 1	Address 2	City	State	Zip	Phone
AUTOMATED BUSINESS MACHINES	1730 BOXWOOD PLACE		COLUMBUS	GA	31906	706-561-0075
AUTOMATED BUSINESS MACHINES	1346 US HWY 19		LEESBURG	GA	31763	706-561-0075
AXION BUSINESS TECHNOLOGIES INC	632 OYER AVENUE		CRANSTON	RJ	02920	401-431-9100
AXION BUSINESS TECHNOLOGIES INC	794 PURCHASE STREET		NEW BEDFORD	MA	02740	401-431-9100
AXION BUSINESS TECHNOLOGIES INC	67 MILLBROOK STREET		WORCESTER	MA	01606	401-431-9100
B PERRY ENTERPRISES	109 HOWELL STREET		FLORENCE	AL	35630	256-766-3624
BAKER OFFICE SOLUTIONS LLP	1512 SECOND LOOP ROAD		FLORENCE	SC	29505	843-662-5622
BATESVILLE TYPEWRITER INC	2705 HARRISON		BATESVILLE	AR	72501	870-793-5101
BAY COPY	100 RESERVOIR PARK		ROCKLAND	MA	02370	781-871-8670
BAYOU OFFICE MACHINES	13066 WEST MAIN	P O BOX 1406	LAPOSE	LA	70373	985-693-7811
BERRY BUSINESS MACHINES INC	410 SOUTH POST ROAD		SHELBY	NC	28152	704-482-4006
BETTER OFFICE SYSTEMS LLC	5950 SHILOH ROAD EAST	STE R	ALPHARETTA	GA	30005	770-781-1628
BGR INC	6392 GANO ROAD		WEST CHESTER	OH	45069	513-755-7100
BIESCO	2312 MARTIN LUTHER KING AVE		CALEXICO	CA	92231	760-357-0114
BISHOP BUSINESS EQUIPMENT CO	5250 R STREET		LINCOLN	NE	68507	402-537-8000
BISHOP BUSINESS EQUIPMENT CO	4125 SOUTH 94TH STREET		OMAHA	NE	68127	402-537-8000
BORING BUSINESS SYSTEMS	950 EAST MAIN STREET		LAUREL	FL	33801	863-686-3167
BUSINESS COMPLETE SOLUTIONS	5445 OCEANUS DRIVE	SUITE 305	HUNTINGTON BEACH	CA	92649	858-668-0809
BUSINESS COMPLETE SOLUTIONS	13750 DANIELSON STREET		POWAY	CA	92064	858-668-0809
BUSINESS ELECTRONICS CORP	219 OAKMOOR CIRCLE		BIRMINGHAM	AL	35209	205-942-6007
BUSINESS SOLUTIONS INTL	9203 EMMOTT ROAD		HOUSTON	TX	77040	713-787-1200
BUSINESS TECH INC	502 MAIN AVENUE SOUTH		TWIN FALLS	ID	83301	208-733-2687
C F BIGGS COMPANY INC	1324 YOUNG DR		SHREVEPORT	LA	71101	318-425-5333
C&W COPIER SERVICE INC	4553 TECHNOLOGY DRIVE	SUITE 1	WILMINGTON	NC	28405	910-741-1154
CALLAWAY OFFICE EQUIPMENT	1323 MT HERMON RD BLDG 4 SUITE 1A		SALISBURY	MD	21804	410-742-6166
CAMP CO BUSINESS SYSTEMS	11255 HWY 80 W #115		AUBO	TX	76008	817-560-5577
CANNON IV INC	6814 HILLDALE COURT		INDIANAPOLIS	IN	46250	317-951-0500
CAROLINA BUSINESS EQUIPMENT INC	5123 BUSH RIVER ROAD		COLUMBIA	SC	29212	803-798-7522
CAROLINA BUSINESS EQUIPMENT INC	9481 INDUSTRIAL CENTER DRIVE	SUITE 6	LADSON	SC	29496	803-798-7522
CENTURY BUSINESS SYSTEMS INC	415 HOUSTON		MANHATTAN	KS	66502	913-776-0495
CENTURY BUSINESS SYSTEMS INC	1009 EAST CRAWFORD		SALINA	KS	67401	913-776-0495
CI DIGITAL LLC	2309 E HUBBARD AVE		DECATUR	IL	62526	217-875-7771
CLEARVIEW BUSINESS SOLUTIONS LLC	6302 BENJAMIN ROAD	SUITE 406	TAMPA	FL	33634	352-600-3393
COAST TO COAST BUS EQUIPMENT	8 VANDERBILT	P O BOX 57077	IRVINE	CA	92618	949-457-7300
COAST TO COAST EQUIP & SUPPLY	10964 LINVALE		SAINT LOUIS	MO	63123	314-892-0250
COMPUTER CONCEPTS INC	819 DIERPS AVE	SUITE 6	GRAND ISLAND	NE	68803	308-382-5500
COMPUTIME	1702 WILLOW CREEK ROAD SUITE A		PRESCOTT	AZ	86301	928-445-0700
CONNECTED OFFICE PROD-PHILA	SOHFF CHARNEY	1129 N NEW RD	ABSECON	NJ	08001	609-569-1911
CONNECTED OFFICE PROD-PHILA	TOSHIBA BUSINESS SOLUTIONS-EASTERN PA	7035 SHANTZ ROAD SUITE 300	ALLENTOWN	PA	18106	610-350-2000
CONNECTED OFFICE PROD-PHILA	TOSHIBA BUSINESS SOLUTIONS-EASTERN PA	512 NORTH HAMPTON STREET PO BOX 174	EDWARDSVILLE	PA	18704	610-696-4000
CONNECTED OFFICE PROD-PHILA	3630 HORIZON DRIVE SUITE 100	TOSHIBA BUSINESS SOLUTIONS-PA	KING OF PRUSSIA	PA	19406	610-696-4000
CONNECTED OFFICE PROD-PHILA	TOSHIBA BUSINESS SOLUTIONS-EASTERN PA	480 PIERCE STREET	KINGSTON	PA	18704	570-718-1330
CONNECTED OFFICE PROD-PHILA	TOSHIBA BUSINESS SOLUTIONS-PA	530 FELLOWSHIP ROAD SUITE A102	MOUNT LAUREL	NJ	08054	856-821-4183
CONNECTED OFFICE PROD-PHILA	1501 REEDSDALE STREET	SUITE 3000	PITTSBURGH	PA	15233	412-231-2563
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS-PA	1129 NORTH NEW ROAD	ABSECON	NJ	08001	609-569-1911
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS NINJ	40 BORDLINE ROAD	ALLENDALE	NJ	07401	201-825-1100
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS	ONE TOWN SQUARE BLVD STE 215	ASHEVILLE	NC	28803	828-681-5071
CONNECTED OFFICE PROD-PITTSB	CONNECTED OFFICE PROD-NCSC	9201 J SOUTHERN PINE BLVD	CHARLOTTE	NC	28273	704-527-7995
CONNECTED OFFICE PROD-PITTSB	7850 HUB PARKWAY		CLEVELAND	OH	44125	216-642-7555
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS-OH	7850 HUB PARKWAY	CLEVELAND	OH	44125	216-642-7555
CONNECTED OFFICE PROD-PITTSB	CONNECTED OFFICE PROD-MS	1231 US 45 NORTH PO BOX 1217	COLUMBUS	MS	39703	662-328-2144
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS NINJ	114 JERICHO TURNPIKE	FLORAL PARK	NY	11001	516-616-0170
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS	7204 WEST FRIENDLY AVE	GREENSBORO	NC	27410	336-852-8291
CONNECTED OFFICE PROD-PITTSB	CONNECTED OFFICE PROD-NCSC	SUITE 3K 201C PELHAM DAVIS CIRCLE	GREENVILLE	SC	29615	864-288-3107
CONNECTED OFFICE PROD-PITTSB	CONNECTED OFFICE PROD-MS	510 WEST PARK AVENUE	GREENWOOD	MS	38930	662-455-1516
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS	1226 19TH STREET LANE NW	HICKORY	NC	28601	800-277-2030
CONNECTED OFFICE PROD-PITTSB	CONNECTED OFFICE PROD-MS	990 NORTH 16TH AVENUE	LAUREL	MS	39440	601-426-2571
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS NINJ	301 OLD COUNTRY ROAD SUITE 300	MELVILLE	NY	11747	631-567-9400
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS-PA	616-A BEATTY ROAD	MONROEVILLE	PA	15146	610-696-4000
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS	215 SOUTHPORT DRIVE SUITE 300	MORRISVILLE	NC	27560	800-277-2030
CONNECTED OFFICE PROD-PITTSB	CONNECTED OFFICE PROD-MS	400 NORTH MAIN STREET	MOUNT GILEAD	NC	27306	910-439-6909
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS NINJ	1500 BROADWAY 27TH FLOOR	NEW YORK	NY	10036	212-398-8500
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS FL	2815 DIRECTORS ROW SUITE 900	ORLANDO	FL	32809	407-852-1110

Toshiba Dealer Name	Address 1	Address 2	City	State	Zip	Phone
CONNECTED OFFICE PROD-PITTSB	CONNECTED OFFICE PROD-MS	371 HIGHLAND COLONY PARKWAY	RIDGELAND	MS	39157	601-957-0130
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS	4 RESEARCH DRIVE SUITE 402	SHELTON	CT	06484	800-277-2030
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS FL	8401-C BENJAMIN ROAD	TAMPA	FL	33634	800-526-7926
CONNECTED OFFICE PROD-PITTSB	CONNECTED OFFICE PROD-MS	2157 MCCULLOUGH BLVD	TUPELO	MS	38801	662-842-0255
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOLUTIONS	341 SOUTH COLLEGE RD SUITE 11 PMB 3012	WILMINGTON	NC	28403	910-762-5252
CONNECTED OFFICE PRODUCTS-MS	2209 HWY 45 NORTH SUITE C		MERIDIAN	MS	39302	601-693-7795
CONNECTED OFFICE PRODUCTS-NC	TOSHIBA BUSINESS SOLUTIONS	1846 WAKE FOREST ROAD	RALEIGH	NC	27608	919-838-8120
CONNER BUSINESS SOLUTIONS	1924 REEVES STREET	SUITE 220	DOTHAN	AL	36303	334-792-0650
COPIER BUSINESS SOLUTIONS	1715 COMMERCE DRIVE		NORTH MANKATO	MN	56003	507-625-8040
COPIER BUSINESS SOLUTIONS	501 1ST STREET SOUTH		WILLMAR	MN	56201	507-625-8040
COPIER SALES & SERVICE INC	457 JESSEN LANE	SUITE G	CHARLESTON	SC	29492	803-699-0222
COPIER SALES & SERVICE INC	8610 FARROW RD		COLUMBIA	SC	29203	803-699-0222
COPIER SALES & SERVICE INC	319 GARLINGTON ROAD SUITE D12	GARLINGTON PARK	GREENVILLE	SC	29615	803-699-0222
COPIERS PLUS	4 OLDE EASTWOOD VILLAGE BLVD	SUITE 205	ASHEVILLE	NC	28803	910-323-2404
COPIERS PLUS	20 FIFTH STREET		BUREKA	CA	95501	707-445-5474
COPY CONCEPTS INC	11901 METRO PARKWAY		FORT MYERS	FL	33966	239-275-9101
COPY CONCEPTS INC	407 INTERSTATE BLVD		SARASOTA	FL	34240	239-275-9101
COPY CONCEPTS INC	4411 BEE RIDGE ROAD	SUITE 434	SARASOTA	FL	34233	239-275-9101
COPY DOCTORS INCORPORATED	14221-A WILLARD ROAD #1000		CHANTILLY	VA	20151	703-968-7788
COPY LIFE	6777 NE ROAN STREET		ARCADIA	FL	34266	863-494-7723
COPY PRODUCTS INC	207 SOUTH JEFFERSON		IOLA	KS	66749	417-889-5665
COPY PRODUCTS INC	809 KATHERINE STREET		JOPLIN	MO	64801	417-889-5665
COPY PRODUCTS INC	417 E 9TH STREET		MOUNTAIN HOME	AR	72653	417-889-5665
COPY PRODUCTS INC	111 SOUTH BROADWAY		PITTSBURG	KS	66762	417-889-5665
COPY PRODUCTS INC	2103 WEST VISTA STREET		SPRINGFIELD	MO	65807	417-889-5665
COPY PRODUCTS INC	8200 EAST 34TH STREET NORTH	BLDG 1800 SUITE 1801	WICHITA	KS	67226	417-889-5665
COPY SHOP	3900 STOCKTON HILL RD	SUITE B #440	KINGMAN	AZ	86409	928-753-5050
COPYFAX	7741 POCOSHOCK WAY		RICHMOND	VA	23235	757-490-2444
COPYFAX	333 SOUTHPORT CIRCLE		VIRGINIA BEACH	VA	23452	757-490-2444
COPY-TECH INC	16808 JAVA BLVD		NUNICA	MI	49448	616-837-1333
CORPORATE COMPUTER SOLUTIONS INC	55 HALSTEAD AVE		HARRISON	NY	10528	914-835-1105
COUNTY QWIK PRINT INC	56 SWEDEN STREET		CARIBOU	ME	04736	207-498-3093
CROSBY MCKEY OFFICE EQUIPMENT INC	558 HIGH STREET NE		WARREN	OH	44483	800-522-1911
DA-COM CORPORATION	5317 KNIGHTS OF COLUMBUS DRIVE		SAINT LOUIS	MO	63119	314-442-2800
DA-COM CORPORATION LLC	2602-A IN STADIUM BLVD		COLUMBIA	MO	65202	573-449-2663
DAILY COMPUTERS, INC.	22521 GATEWAY CENTER DRIVE		CLARKSBURG	MD	20871	301-670-0381
DATALINE OFFICE SYSTEMS	4019 34TH		LUBBOCK	TX	79410	806-795-0658
DATAMATRIX INC	351 OAK PLACE	UNIT F	BREA	CA	92821	714-674-7700
DBK CONCEPTS LLC	12905 SOUTHWEST 129TH AVENUE		MIAMI	FL	33186	305-596-7226
DCI BUSINESS SOLUTIONS INC	450 S WESLEYAN BLVD		ROCKY MOUNT	NC	27803	252-443-2503
DCL BUSINESS SYSTEMS LLC	190-2 PROSPERITY DRIVE		WINCHESTER	VA	22602	540-869-7855
DEANS OFFICE MACHINES INC	1404 ST ANDREWS ROAD SUITE 310		COLUMBIA	SC	29210	336-379-7062
DEANS OFFICE MACHINES INC	1035 WINSTON STREET		GREENSBORO	NC	27405	336-379-7062
DEWITT POTH & SON	102 WEST STREET		YOKAUM	TX	77995	361-293-3791
DEX IMAGING INC	1855 HURLBURT ROAD		FORT WALTON BEACH	FL	32547	850-863-2515
DIAMOND TECHNOLOGIES INC	8701 SWIGERT COURT		BAKERSFIELD	CA	93311	661-833-5600
DICK ROUND TREE COPIERS INC	7195 SCOBELL DR	P O BOX 15293	BATON ROUGE	LA	70806	225-926-1996
DIGITAL COPY SYSTEMS	2900 STANTON STREET		SPRINGFIELD	IL	62703	217-529-0667
DIGITAL OFFICE PRODUCTS LLC	1749 OLD MEADOW RD	SUITE 100	MC LEAN	VA	22102	703-564-0400
DIGITAL PRINTING SOLUTIONS	2018 TOWN WEST DRIVE		ROGERS	AR	72756	479-636-0112
DIGITAL RESOURCES	4939 HWY 17 BYPASS SOUTH		MYRTLE BEACH	SC	29577	843-916-1880
DIMAX OFFICE SOLUTIONS INC	4336 MILTON AVE	SUITE 130	JANESVILLE	WI	53546	608-442-1100
DIMAX OFFICE SOLUTIONS INC	7973 FOREST HILLS ROAD		LOVES PARK	IL	61111	608-442-1100
DIMAX OFFICE SOLUTIONS INC	1310 MENDOTA STREET	SUITE 102	MADISON	WI	53714	608-442-1100
DIVERSIFIED BUSINESS SOLUTIONS	9771 CLAREMONT MESA BLVD	STE A	SAN DIEGO	CA	92124	858-565-2737
DOCEO OFFICE SOLUTIONS LLC	20 NORTH HANOVER STREET		CARLISLE	PA	17013	717-718-8190
DOCEO OFFICE SOLUTIONS LLC	490 EISENHOWER DRIVE		HANOVER	PA	17331	717-718-8190
DOCEO OFFICE SOLUTIONS LLC	1429 NORTH THIRD STREET		HARRISBURG	PA	17102	717-718-8190
DOCEO OFFICE SOLUTIONS LLC	50 SCOTT ADAM ROAD		HUNT VALLEY	MD	21030	717-718-8190
DOCEO OFFICE SOLUTIONS LLC	350 HIGHLAND DRIVE	SUITE 100	MOUNTVILLE	PA	17554	717-718-8190
DOCEO OFFICE SOLUTIONS LLC	325 COTTAGE HILL ROAD		YORK	PA	17401	717-718-8190
DOCUMENT STRATEGIES INC	1235 OLD ALPHARETTA RD	SUITE 110	ALPHARETTA	GA	30005	770-921-6764
DOCUQUEST INC	110 PIPEMAKERS CIRCLE	SUITE 101	POOLER	GA	31322	912-525-3555
DONNELLON MCCARTHY ENTERPRISES INC	10855 MEDALLION DRIVE		CINCINNATI	OH	45241	513-769-7800
DONNELLON MCCARTHY ENTERPRISES INC	3885 PARAGON DRIVE		COLUMBUS	OH	43228	513-769-7800
DONNELLON MCCARTHY ENTERPRISES INC	333 WEST 1ST STREET #423		DAYTON	OH	45402	513-769-7800
DOS IMAGING	6835 INTERNATIONAL CENTER BLVD	SUITE 7	FORT MYERS	FL	33912	941-355-4546
DOS IMAGING	1744 INDEPENDENCE BLVD		SARASOTA	FL	34234	941-355-4546
E O JOHNSON COMPANY INC	1505 PRAIRIE LANE		EAU CLAIRE	WI	54703	715-842-9999
E O JOHNSON COMPANY INC	3310 SOUTH KINNEY COULEE ROAD		ONALASKA	WI	54650	715-842-9999
E O JOHNSON COMPANY INC	2477 CLARE LANE NE	SUITE 400	ROCHESTER	MN	55906	715-842-9999

Toshiba Dealer Name	Address 1	Address 2	City	State	Zip	Phone
E O JOHNSON COMPANY INC	8400 W STEWART AVE		WAUSAU	WI	54401	715-842-9999
EAGLE SYSTEMS INC	2421 HARLEM RD		BUFFALO	NY	14225	716-893-0506
EAGLE SYSTEMS INC	201 PINE STREET		JAMESTOWN	NY	14701	716-893-0506
EDGE BUSINESS SYSTEMS LLC	1350 NORTH MEADOW PARKWAY	SUITE 130	ROSWELL	GA	30076	404-228-4951
EDRON BUSINESS SYSTEMS INC	15 BELLOWS ROAD	FORGE RIVER INDUSTRIAL PARK	RAYNHAM	MA	02767	508-823-6788
ELECTRONIC OFFICE PRODUCTS	3258 SOUTH BROADWAY		SARATOGA SPRINGS	NY	12866	518-587-8600
ELITE OFFICE PRODUCTS	301 EAST MAIN		PIERCE	NE	68767	402-329-4301
ELITE PRINT MANAGEMENT LLC	208 WEST RUSK STREET		ROCKWALL	TX	75087	402-329-4301
F & L BUSINESS SYSTEMS INC	525 COURTNEY WAY SUITE A		LAFAYETTE	CO	80026	303-673-9404
F & L BUSINESS SYSTEMS INC	4975 MILLER STREET	SUITE A	WHEAT RIDGE	CO	80033	303-673-9404
FOWLER BUSINESS SYSTEMS INC	69 S MAIN		BRIGHTON CITY	UT	84302	435-723-7175
GARNER CORPORATION	168 ELM STREET	SUITE A8	AGAWAM	MA	01001	413-821-8977
G-I OFFICE TECHNOLOGIES	701 ATLAS AVENUE		MADISON	WI	53714	608-221-3457
GOLDEN GATE OFFICE SYSTEMS	927 HOWARD STREET		SAN FRANCISCO	CA	94103	415-621-2222
HAGAN BUSINESS MACH - MEADVILLE INC	1773 N MAIN ST EXTENSION		BUTLER	PA	16001	814-724-4601
HAGAN BUSINESS MACH - MEADVILLE INC	77 MEAD AVENUE	P O BOX 1428	MEADVILLE	PA	16335	814-724-4601
HAGAN BUSINESS MACHINES	1112 PEACH STREET		ERIE	PA	16501	814-456-7521
HASSELBERG-CLARK COMPANY INC	5955 W MAIN		KALAMAZOO	MI	49009	517-393-6210
HASSELBERG-CLARK COMPANY INC	5858 S AURELIUS ROAD		LANSING	MI	48911	517-393-6210
HAWAII BUSINESS EQUIPMENT INC	1266 KAMEHAMEHA AVENUE #A-3		HILO	HI	96720	808-834-3636
HAWAII BUSINESS EQUIPMENT INC	590 A PAIEA STREET		HONOLULU	HI	96819	808-834-3636
HAWAII BUSINESS EQUIPMENT INC	HOLD FOR PICK UP AT KINKOS	395 DAIRY ROAD	KAHULUI	HI	96732	808-834-3636
HAWAII BUSINESS EQUIPMENT INC	74-5036 LUPA NUI STREET		KAHULUA KONA	HI	96740	808-834-3636
HAWAII BUSINESS EQUIPMENT INC	KAUAI OFFICE REPAIR AND EQUIPMENT INC	3399 ELIMA STREET	LIHUE	HI	96766	808-834-3636
HEASTER HART LLC	203 BUCKHANNON PIKE		CLARKSBURG	WV	26301	304-624-5495
HIGHER INFORMATION GROUP LLC	400 N BLUE RIBBON AVENUE		HARRISBURG	PA	17112	717-652-3310
HIGHER INFORMATION GROUP LLC	1368 HARRISBURG PIKE		LANCASTER	PA	17601	717-652-3310
HISPEED GEAR	214 KENAI AVE		SOLDOTNA	AK	99669	907-283-5136
HOWARD D HAPPY COMPANY	1393 STATE ROUTE 45 NORTH	PO BOX 487	MAYFIELD	KY	42066	270-247-5912
HUNTON OFFICE SUPPLY	206 NORTH WASHINGTON		FORREST CITY	AR	72335	870-633-3404
IMAGE IV SYSTEMS INC	512 SOUTH VARNER STREET		BURBANK	CA	91502	818-841-0756
IMAGETEC L P	4080 W SPENCER STREET	ROSS IMAGING INC	APPLETON	WI	54914	815-759-6000
IMAGETEC L P	200 NORTH LASALLE STREET	SUITE 1725	CHICAGO	IL	60601	815-759-6000
IMAGETEC L P	4509 PRIME PARKWAY		MCHENRY	IL	60050	815-759-6000
IMAGETEC L P	2056 WESTINGS AVENUE	SUITE 180	NAPERVILLE	IL	60563	815-759-6000
IMAGETEC L P	4866 STENSTROM RD		ROCKFORD	IL	61109	815-759-6000
IMAGETEC L P	9399 WEST HIGGINS	SUITE 160 W	ROSEMONT	IL	60018	815-759-6000
IMAGETEC L P	1406 NORTH 25TH STREET	ROSS IMAGING INC	SHEBOYGAN	WI	53081	815-759-6000
IMAGETEC L P	7529 W 183RD STREET		TINLEY PARK	IL	60477	815-759-6000
IMAGINE TECHNOLOGY GROUP	420 NORTH ROOSEVELT AVE		CHANDLER	AZ	85226	602-454-0720
IMAGINE TECHNOLOGY GROUP	1802 W KAJAB LANE	SUITE 130	FLAGSTAFF	AZ	86001	602-454-0720
INTEGRATED DOCUMENT MANAGEMENT TECH	3325 W ALI BABA LANE	SUITE 612-A	LAS VEGAS	NV	89118	702-877-4438
INTEGRATED DOCUMENT MANAGEMENT TECH	7575 W WASHINGTON	SUITE 127 - 193	LAS VEGAS	NV	89128	702-877-4438
INTEGRATED OFFICE SOLUTIONS INC	1915 WEST 1ST STREET		DULUTH	MN	55806	218-122-3111
INTEGRATED OFFICE TECHNOLOGY	2300 E KATELLA	STE 450	ANAHEIM	CA	92805	562-236-9200
INTEGRATED OFFICE TECHNOLOGY	6118 SAN FERNANDO ROAD		GLINDALE	CA	91201	562-236-9200
INTEGRATED OFFICE TECHNOLOGY	12150 MORA DRIVE	SUITE 2	SANTA FE SPRINGS	CA	90670	562-236-9200
ITSAWAY	313 SOUTH ROLWINS ROAD		ADDISON	IL	60101	630-396-6300
ITSAWAY	30 WEST MONROE STREET		CHICAGO	IL	60603	630-396-6300
J D YOUNG COMPANY	15 SOUTH LAWTON		TULSA	OK	74127	918-582-9955
JAMES IMAGING SYSTEMS INC	3375 INTERTECH DRIVE		BROOKFIELD	WI	53045	262-781-7700
JAMES IMAGING SYSTEMS INC	14 EAST WALWORTH AVENUE		ELKHORN	WI	53121	262-781-7700
JAVA COPY ZONE	1663 NORTH CLAIBORNE AVE		NEW ORLEANS	LA	70116	504-279-2381
JOHNNIES OFFICE SYSTEMS INC	1618 WEST AVENUE M - SUITE D		TEMPLE	TX	76704	254-778-7608
KELLEY IMAGING SYSTEMS INC	500 108th AVE NE	SUITE 1F2	BELLEVUE	WA	98004	206-284-9100
KELLEY IMAGING SYSTEMS INC	609 MAPLE STREET		CLARKSTON	WA	99403	206-284-9100
KELLEY IMAGING SYSTEMS INC	1001 CENTRAL AVE		GREAT FALLS	MT	59401	206-284-9100
KELLEY IMAGING SYSTEMS INC	1410 EUCLID AVE		HELENA	MT	59601	206-284-9100
KELLEY IMAGING SYSTEMS INC	22710 72ND AVE S		KENT	WA	98032	206-284-9100
KELLEY IMAGING SYSTEMS INC	1245 WEST BROADWAY STREET		MISSOULA	MT	59802	206-284-9100
KELLEY IMAGING SYSTEMS INC	10 NORTH MAIN STREET		OMAK	WA	98841	206-284-9100
KELLEY IMAGING SYSTEMS INC	16165 SW 72ND AVE		PORTLAND	OR	97224	206-284-9100
KELLEY IMAGING SYSTEMS INC	4931 NW FRONT AVE		PORTLAND	OR	97210	206-284-9100
KELLEY IMAGING SYSTEMS INC	1411 NORTH MONROE		SPOKANE	WA	99201	206-284-9100
KELLEY IMAGING SYSTEMS INC	911 INTERNATIONAL WAY		SPRINGFIELD	OR	97477	206-284-9100
KELLEY IMAGING SYSTEMS INC	3907 N 34TH STREET		TACOMA	WA	98407	206-284-9100
KELLEY IMAGING SYSTEMS INC	1008 W AHTANUM ROAD SUITE 5		UNION GAP	WA	98903	206-284-9100
KELLEY IMAGING SYSTEMS INC	12 NORTH WENATCHEE AVE		WENATCHEE	WA	98801	206-284-9100
KEYSTONE DIGITAL IMAGING INC	200 RACCOON DRIVE	SUITE 101 102 103	ASTON	PA	19014	215-563-5015
KEYSTONE DIGITAL IMAGING INC	1601 CHERRY STREET	SUITE 1450	PHILADELPHIA	PA	19103	215-563-5015
KEYSTONE DIGITAL IMAGING INC	2 SHEPPARD DRIVE #400-401		VOORHEES	NJ	08043	215-563-5015
KEYSTONE DIGITAL IMAGING INC	824 MARKET STREET	SUITE 101	WILMINGTON	DE	19801	215-563-5015

Toshiba Dealer Name	Address 1	Address 2	City	State	Zip	Phone
KK OFFICE SOLUTIONS INC	1867 SOUTH HOOVER		WICHITA	KS	67209	316-944-5464
KKC IMAGING SYSTEMS	1550 N FARNSWORTH AVE		AURORA	IL	60505	630-851-9822
KOTA SOLUTIONS	6 ARMSTRONG ROAD		SHELTON	CT	06494	860-862-6410
KOTA SOLUTIONS	13 CROW HILL ROAD		UNCASVILLE	CT	06382	860-862-6410
L & J COPIER CLINIC INC	10699 SPOTSYLVANIA AVE		FREDERICKSBURG	VA	22408	510-710-1200
LAFAYETTE COPIER SALES & SVC	310 FARABEE DRIVE		LAFAYETTE	IN	47905	765-446-2230
LANDIS OFFICE CENTER INC	151 NORTH CENTER STREET		CUMBERLAND	MD	21502	301-722-1900
LASER ACTION PLUS INC	1228 SOUTHWEST 15TH AVE		OCALA	FL	34471	352-622-1786
LASER OPTIONS INC	2845 N OMAHA STREET		MESA	AZ	85215	480-968-8440
LASER OPTIONS INC	1700 EAST 18TH STREET	SUITE 105	TUCSON	AZ	85719	480-968-8440
LASER RESOURCES LLC	1601 SE GATEWAY DRIVE	SUITE 130	GRIMES	IA	50111	480-968-8440
LBM OFFICE SOLUTIONS INC	2246 LAKESIDE DRIVE		LYNCHBURG	VA	24501	434-846-8315
LBM OFFICE SOLUTIONS INC	1214 TRAPPER CIRCLE NW		ROANOKE	VA	24012	434-846-8315
LBM OFFICE SOLUTIONS INC	629 COALTER STREET		STAUNTON	VA	24401	434-846-8315
LESLIE DIGITAL IMAGING LLC	2010 EASTPARK BLVD		CRAFBURY	NJ	08512	516-877-9100
LESLIE DIGITAL IMAGING LLC	50 JERICHO QUADRANGLE	SUITE 115	JERICHO	NY	11753	516-877-9100
LESLIE DIGITAL IMAGING LLC	1500 BROADWAY	10TH FLOOR	NEW YORK	NY	10036	516-877-9100
LESLIE DIGITAL IMAGING LLC	4 CAMPUS DRIVE	SUITE 140	PARSIPPANY	NJ	07054	516-877-9100
LESLIE DIGITAL IMAGING LLC	13 CROW HILL ROAD		UNCASVILLE	CT	06382	516-877-9100
MAWINGS OFFICE SOLUTIONS	1510 NORTH 7TH STREET		BEAUMONT	TX	77703	409-899-1122
MARATHON BUSINESS MACHINES INC	302 SW EVERGREEN AVE		REDMOND	OR	97756	541-548-5248
MARCO TECHNOLOGIES	2275 CASSENS COURT SUITE 112		FENTON	MO	63026	314-773-6000
MARCUS BUSINESS MACHINES INC	1105A W ST GEORGES AVENUE		LINDEN	NJ	07036	908-486-7200
MBG OFFICE SYSTEMS	509 HILLCREST IND BLVD		MACON	GA	31204	478-742-2588
MEMPHIS COMMUNICATIONS CORP	C/O MCC JACKSON	1926 EMPORIUM DRIVE	JACKSON	TN	38305	901-725-9271
MEMPHIS COMMUNICATIONS CORP	4771 SUMMER AVENUE	P O BOX 770389	MEMPHIS	TN	38122	901-725-9271
MEMPHIS COMMUNICATIONS CORP	C/O MCC NASHVILLE	5217 LINBAR DRIVE SUITE 306	NASHVILLE	TN	37211	901-725-9271
MEMPHIS COMMUNICATIONS CORP	C/O MCC MISSISSIPPI	114 WEST JACKSON STREET	RIDGELAND	MS	39157	901-725-9271
MERRIMACK VALLEY BUS MACHINES	4 KENNEDY DRIVE	P O BOX 336	NORTH CHILMSFORD	MA	01863	978-251-7877
MESABY OFFICE EQUIPMENT INC	1925 FIFTH AVENUE EAST		HEBING	MN	55746	218-263-6814
METROLAND BUSINESS MACHINES INC	25 KRAFT AVE		ALBANY	NY	12205	518-452-2600
MICHAEL BUSINESS MACHINES INC	2622 WEST MAPLEWOOD AVE		BELLINGHAM	WA	98225	360-647-2828
MICRO SOLUTIONS ACQUISITION GROUP INC	11419 SUNRISE GOLD CIRCLE	SUITE 8	RANCHO CORDOVA	CA	95742	916-361-5367
MID OHIO BUSINESS MACHINES INC	6264 PROPRIETORS ROAD		COLUMBUS	OH	43085	614-888-8973
MILLENNIUM BUSINESS SYSTEMS	33140 INDUSTRIAL RD		LIVONIA	MI	48150	734-591-3100
MILLENNIUM BUSINESS SYSTEMS	2650 NORTH REYNOLDS ROAD		TOLEDO	OH	43615	734-591-3100
MINNESOTA COPY SYSTEMS INC	3900 ROOSEVELT RD	SUITE 108	SAINT CLOUD	MN	56301	320-258-0230
MOUNTAIN WEST BUSINESS SOLUTIONS	PO BOX 702		EVANSTON	WY	82930	307-856-9925
MOUNTAIN WEST BUSINESS SOLUTIONS	133 BEAR RIVER DRIVE		EVANSTON	WY	82930	307-856-9925
MOUNTAIN WEST BUSINESS SOLUTIONS	588 WEST 8360 SOUTH		SANDY	UT	84070	307-856-9925
MTS OFFICE MACHINES LLC	213 WEST WHITNER STREET		ANDERSON	SC	29624	864-224-9474
MULLER COMMUNICATIONS INC	3030 REEVES STREET		DOTHAN	AL	36301	334-792-8578
MULTISCOPE INC	135 TECHNOLOGY DRIVE SUITE 402		CANONSBURG	PA	15317	724-743-1083
MULTISCOPE INC	1000 WESTINGHOUSE DRIVE SUITE 038A		CRANBERRY TOWNSHIP	PA	16066	724-743-1083
MULTISCOPE INC	4350 NORTHERN PIKE		MONROEVILLE	PA	15146	724-743-1083
NAUTICON IMAGING SYSTEMS	15878 GANTHER DRIVE		GANTHERSBURG	MD	20877	301-279-0123
NCI BUSINESS SYSTEMS INC	419 W EDGEWOOD CT		MORTON	IL	61550	309-266-6100
NCI BUSINESS SYSTEMS INC	1801 SOUTH 6TH STREET		SPRINGFIELD	IL	62703	309-266-6100
NEW ENGLAND OFFICE SOLUTIONS INC	131 SOUTH MAIN STREET		BARRE	VT	05641	802-479-3311
NEW ENGLAND OFFICE SOLUTIONS INC	867 ROUTE 12N BLDG 4		WESTMORELAND	NH	03467	802-479-3311
NO NONSENSE OFFICE MACHINES LLC	22416 LEWES GEORGETOWN HWY		GEORGETOWN	DE	19947	302-856-7381
NOE OFFICE EQUIPMENT	ATHENS BUSINESS MACHINES	486 RICHLAND AVE	ATHENS	OH	45701	304-428-0121
NOE OFFICE EQUIPMENT	610 GREEN STREET		PARKERSBURG	WV	26101	304-428-0121
NORTH GEORGIA BUSINESS MACHINE	203 W GORDON ST		DALTON	GA	30720	706-278-5977
NORTHERN BUSINESS SYSTEMS	3526 INTERNATIONAL STREET		FAIRBANKS	AK	99701	907-479-7500
NORTHERN STATIONERS OF MARQUETTE INC	915 LUDINGTON		ESCANABA	MI	49829	906-228-7702
NORTHERN STATIONERS OF MARQUETTE INC	1221 W WASHINGTON STREET	SUITE 2	MARQUETTE	MI	49855	906-228-7702
OFFICE MACHINE CONSULTANTS INC	3624 BLACKHAWK ROAD		ROCK ISLAND	IL	61201	309-786-5534
OFFICE PEEPS INC	143 DAKOTA AVE S		HURON	SD	57350	800-658-3541
OFFICE PEEPS INC	807 SOUTH BROADWAY		WATERTOWN	SD	57201	800-658-3541
OFFICE SERVICE INC	112 EAST THIRD STREET		OGALLALA	NE	69153	308-284-8265
OFFICE SYSTEMS	1427 15TH AVE		LONGVIEW	WA	98632	360-578-2100
OFFICE TECHNOLOGIES INC	4041 CRATER LAKE AVE	SUITE G	MEDFORD	OR	97504	541-773-2015
OFFICE TECHNOLOGY GROUP INC	651 ORCHARD STREET	SUITE 103	NEW BEDFORD	MA	02744	508-858-5825
OKLAHOMA COPIER SOLUTIONS	650 ALAMEDA		NORMAN	OK	73071	405-364-7700
OMEGACOR TECHNOLOGIES	8227 CLOVERLEAF DRIVE	SUITE 308B	MILLERSVILLE	MD	21108	443-795-6500
OPI OF OREGON INC	1470 NE 1ST STREET SUITE 600		BEND	OR	97701	541-884-6717
OPI OF OREGON INC	2795 ANDERSON AVE SUITE 104		KLAMATH FALLS	OR	97603	541-884-6717
PCC TECHNOLOGY LLC	1209 NORTH THIRD STREET		MARQUETTE	MI	49855	906-228-4140
PRECISION PRINTING & OFFICE SUPPLY	206 EAST WASHINGTON		NAVASOTA	TX	77868	936-825-2488
PREMIER BUSINESS PRODUCTS INC	1744 MAPLELAWN		TROY	MI	48064	248-822-3535

Toshiba Dealer Name	Address 1	Address 2	City	State	Zip	Phone
PREMIER SYSTEMS INC	3001 EAST PLANO PARKWAY	SUITE 300	PLANO	TX	75074	972-889-2796
PRESTON DIGITAL SOLUTIONS	912 WEST 1600 SOUTH	UNIT C201	SAINT GEORGE	UT	84790	435-673-7677
PRESTON DIGITAL SOLUTIONS	314 NORTH 3050 EAST	SUITE A1	ST GEORGE	UT	84790	435-673-7677
PRISM OFFICE SOLUTIONS	75 SCHOOLGROUND RD		BRANFORD	CT	06405	203-937-6006
PROSOURCE	C/O AARONS PRODUCTS	700 WASHINGTON STREET SUITE E	CHARLESTON	WV	25301	513-769-0606
PROSOURCE	4720 GLENDALE MILFORD ROAD		CINCINNATI	OH	45242	513-769-0606
PROSOURCE	C/O AARONS PRODUCTS	1041 8TH AVENUE	HUNTINGTON	WV	25701	513-769-0606
PROSOURCE	2331 FORTUNE DRIVE	SUITE 190	LEXINGTON	KY	40509	513-769-0606
PROSOURCE	11003 BLUEGRASS PARKWAY	SUITE 460	LOUISVILLE	KY	40299	513-769-0606
PRO-TECH COMPANY INC	2411 EAST ILLINOIS	P O BOX 1047	KIRKSVILLE	MO	63501	660-665-3171
PROVEN BUSINESS SYSTEMS LLC	1137 E 5000 N ROAD	RIVER VALLEY METRO CENTRE	BOURBONNAIS	IL	60914	708-614-1770
PROVEN BUSINESS SYSTEMS LLC	155 NORTH WACKER	SUITE 3700	CHICAGO	IL	60606	708-614-1770
PROVEN BUSINESS SYSTEMS LLC	3051 OAK GRIVE RD	STE 107	DOWNERS GROVE	IL	60515	708-614-1770
PROVEN BUSINESS SYSTEMS LLC	821 CAMPUS DRIVE		JOLIET	IL	60435	708-614-1770
PROVEN BUSINESS SYSTEMS LLC	100 NORTH FIELD DRIVE	SUITE 100	LAKE FOREST	IL	60045	708-614-1770
PROVEN BUSINESS SYSTEMS LLC	1575 ADLER CIRCLE	SUITE E-1	PORTAGE	IN	46368	708-614-1770
PROVEN BUSINESS SYSTEMS LLC	18450 CROSSING DRIVE	SUITE D	TINLEY PARK	IL	60487	708-614-1770
PTS OFFICE SYSTEMS INC	2840 NORTH TELSHOR		LAS CRUCES	NM	88011	505-625-9225
PTS OFFICE SYSTEMS INC	217 N MAIN STREET	SUITE B	ROSWELL	NM	88201	505-625-9225
PURVIS BUSINESS MACHINES	4505 HWY 39 NORTH		MERIDIAN	MS	39301	601-485-5364
REBICO COPY SERVICE	1814 S WESTERN STREET		AMARILLO	TX	79106	806-355-8484
RICHARDSON COPY CONCEPTS	72 EAST COVE AVENUE		WHEELING	WV	26003	304-242-1030
ROYAL BUSINESS SYSTEMS INC	1515 EAST HOUSTON AVENUE		SPOKANE	WA	99217	509-928-6555
ROYAL DIGITAL SOLUTIONS	2212 ARLINGTON DOWNS ROAD	SUITE 100	ARLINGTON	TX	76011	817-640-8898
SCHIEFFERS OFFICE FURNITURE AND BUSIN SECL INC	1558 STATE HIGHWAY H	PO BOX 542	SIKESTON	MO	63801	573-472-2422
	1701 ADAMS AVENUE		LA GRANDE	OR	97850	541-963-5346
SEMINOLE OFFICE SOLUTIONS	762 BIG TREE DRIVE		LONGWOOD	FL	32750-3514	407-830-4950
SIMPLIFIED OFFICE SYSTEMS	6220 BUSH RIVER ROAD		COLUMBIA	SC	29212	888-914-7476
SKYWAY TECHNOLOGY GROUP INC	6341 PORTER ROAD #3		SARASOTA	FL	34240	813-249-0101
SKYWAY TECHNOLOGY GROUP INC	5014 TAMPA WEST BLVD		TAMPA	FL	33634	813-249-0101
SOUTHEASTERN BUSINESS MACHINES	3413 SOUTH MEMORIAL PKWY	P O BOX 1254	HUNTSVILLE	AL	35801	256-882-0190
SOUTHERN BUSINESS MACHINES INC	2040 DIVISION STREET		EVANSVILLE	IN	47711	812-475-8895
SOUTHWEST COPY SYSTEMS INC	4545 MOLEDO NE		ALBUQUERQUE	NM	87109	505-344-8211
STANDARD BUSINESS SYSTEMS INC	1300 WESTPARK DRIVE SUITE 7	P O BOX 25411	LITTLE ROCK	AR	72204	501-663-4414
STANS LPS MIDWEST	1375 SOUTH EASTWOOD DRIVE		WOODSTOCK	IL	60098	815-389-9295
STARGEL OFFICE SOLUTIONS	4700 BLALOCK ROAD		HOUSTON	TX	77041	713-461-5382
STEWART OF ALABAMA INC	4000 COLONNADE PKWY PO BOX 43427		BIRMINGHAM	AL	35243	205-969-3000
STREAMLINE OFFICE SOLUTIONS	1211 FLYNN ROAD	SUITE 103	CAMARILLO	CA	93012	805-278-6501
SUMMIT BUSINESS SYSTEMS INC	500 ENTERPRISE DRIVE		EDMOND	OK	73013	405-947-0707
TCS SUPPLY INC	99 EAST 4TH STREET		CRAIG	CO	81625	970-824-4758
TEAM OFFICE TECHNOLOGIES	118 NORTH CANFIELD NILES ROAD		YOUNGSTOWN	OH	44515	330-732-3100
TECHNOCOM BUSINESS SYSTEMS	3330 MONROE ROAD		CHARLOTTE	NC	28205	704-847-5200
TECHTRONICS COMPANY	3218 COMMON STREET		LAKE CHARLES	LA	70601	337-436-0704
TGI OFFICE AUTOMATION	7700 CONGRESS AVE	SUITE 1112	BOCA RATON	FL	33487	718-237-0060
TGI OFFICE AUTOMATION	120 3RD STREET		BROOKLYN	NY	11231	718-237-0060
TGI OFFICE AUTOMATION	951 HADDONFIELD ROAD	SUITE A1-3A 3RD FLOOR	CHERRY HILL	NJ	08002	718-237-0060
TGI OFFICE AUTOMATION	110 FIELDCREST AVE	FIRST FLOOR	EDISON	NJ	08837	718-237-0060
TGI OFFICE AUTOMATION	350 PASSAIC AVE		FAIRFIELD	NJ	07004	718-237-0060
TGI OFFICE AUTOMATION	1860 WALT WHITMAN ROAD		MELVILLE	NY	11747	718-237-0060
TGI OFFICE AUTOMATION	1450 BROADWAY	27TH FLOOR	NEW YORK	NY	10018	718-237-0060
TGI OFFICE AUTOMATION	2077 NORTH POWERLINE ROAD SUITE 2		POMPAHO BEACH	FL	33069	718-237-0060
TGI OFFICE AUTOMATION	125 HALF MILE ROAD		RED BANK	NJ	07701	718-237-0060
TGI OFFICE AUTOMATION	4 RESEARCH DRIVE	SUITE 402	SHELTON	CT	06484	718-237-0060
TGI OFFICE AUTOMATION	775 PASSIAC AVE		WEST CALDWELL	NJ	07006	718-237-0060
THE COPY SHOP INC	255 PARK AVENUE		NUTLEY	NJ	07110	973-661-4444
THE LIOCE GROUP INC	2950 DRAKE AVENUE		HUNTSVILLE	AL	35805	256-650-4156
THE OFFICE WORKS INC	100 MILL PLAIN ROAD		DANBURY	CT	06810	860-793-9994
THE OFFICE WORKS INC	45 CORPORATE AVE		PLAINVILLE	CT	06062	860-793-9994
THE STEWART ORGANIZATION LP	2300 GATEWAY DRIVE	PO BOX 166708	IRVING	TX	75063	972-704-7000
TOSHIBA BUSINESS SOL-MN-NH-MT-WA	2110 OVERLAND AVE	SUITE 104B	BILLINGS	MT	59102	406-652-7373
TOSHIBA BUSINESS SOL-MN-NH-MT-WA	1830 EAST CENTURY AVE	SUITE 6	BISMARCK	ND	58503	800-472-2102
TOSHIBA BUSINESS SOL-MN-NH-MT-WA	30 1ST AVENUE EAST		DICKINSON	ND	58601	701-772-6836
TOSHIBA BUSINESS SOL-MN-NH-MT-WA	322 WEST MICHIGAN STREET		DULUTH	MN	55802	218-722-0333
TOSHIBA BUSINESS SOL-MN-NH-MT-WA	2930 WATERS ROAD	SUITE 190	EAGAN	MN	55121	651-994-7700
TOSHIBA BUSINESS SOL-MN-NH-MT-WA	2821 FIECHTNER DRIVE		FARGO	ND	58103	701-235-1044
TOSHIBA BUSINESS SOL-MN-NH-MT-WA	215 NORTH 3RD STREET	SUITE 100	GRAND FORKS	ND	58201	701-772-6836
TOSHIBA BUSINESS SOL-MN-NH-MT-WA	511 FIRST AVENUE SW		ROCHESTER	MN	55902	218-722-0333
TOSHIBA BUSINESS SOLUTIONS MO - KS	1811 WAKARUSA DRIVE	STE 101	LAWRENCE	KS	66047	785-842-4134
TOSHIBA BUSINESS SOLUTIONS MO - KS	2732 NE INDEPENDENCE AVENUE		LEES SUMMIT	MO	64064	816-842-4931
TOSHIBA BUSINESS SOLUTIONS AZ-CC	480 NORTH 54TH STREET SUITE 1		CHANDLER	AZ	85226	602-470-8888
TOSHIBA BUSINESS SOLUTIONS AZ-CC	1110 CHAPEL HILLS DRIVE		COLORADO SPRINGS	CO	80920	719-473-8426

Toshiba Dealer Name	Address 1	Address 2	City	State	Zip	Phone
TOSHIBA BUSINESS SOLUTIONS AZ-CC	3810 SINTON ROAD		COLORADO SPRINGS	CO	80907	719-473-8426
TOSHIBA BUSINESS SOLUTIONS AZ-CC	1101 W 48TH AVE		DENVER	CO	80221	303-262-5800
TOSHIBA BUSINESS SOLUTIONS AZ-CC	3845 NORTH BUSINESS CENTER DRIVE	SUITE 107	TUCSON	AZ	85705	520-294-2121
TOSHIBA BUSINESS SOLUTIONS FL	15050 NW 79TH COURT	SUITE 203	MIAMI LAKES	FL	33016	786-264-6907
TOSHIBA BUSINESS SOLUTIONS FL	466 SW PORT SAINT LUCIE BLVD	SUITE 114	PORT SAINT LUCIE	FL	34984	772-878-5199
TOSHIBA BUSINESS SOLUTIONS FL	6401 NOB HILL ROAD		TAMARAC	FL	33321	954-428-1300
TOSHIBA BUSINESS SOLUTIONS FL	2101 CENTRE PARK BLVD	SUITE 300	WEST PALM BEACH	FL	33401	561-616-4334
TOSHIBA BUSINESS SOLUTIONS NY-ND	97 MASONIC DRIVE		ELIZABETHTOWN	PA	17022	800-220-1441
TOSHIBA BUSINESS SOLUTIONS NY-ND	114 JERICHO TURNPIKE	SUITE 3	FLORAL PARK	NY	11001	516-616-0170
TOSHIBA BUSINESS SOLUTIONS NY-ND	130 EISENHOWER DRIVE STE E		HANOVER	PA	17331	717-633-9800
TOSHIBA BUSINESS SOLUTIONS NY-ND	1500 BROADWAY 27TH FLOOR		NEW YORK	NY	10036	212-398-6500
TOSHIBA BUSINESS SOLUTIONS NY-ND	900 ROUTE 9 NORTH		WOODBIDGE	NJ	07095	732-634-0303
TOSHIBA BUSINESS SOLUTIONS TX-NM	2650 INDUSTRIAL BOULEVARD		ABILENE	TX	79601	325-673-7383
TOSHIBA BUSINESS SOLUTIONS TX-NM	4455 SPD STE 33		CORPUS CHRISTI	TX	78411	361-851-9783
TOSHIBA BUSINESS SOLUTIONS TX-NM	700 NORTH SHEPP		HOBBS	NM	88240	575-393-0222
TOSHIBA BUSINESS SOLUTIONS TX-NM	8100 JETSTAR	SUITE 100	IRVING	TX	75063	972-386-1860
TOSHIBA BUSINESS SOLUTIONS TX-NM	2615 MISSOURI STREET, SUITE 5		LAS CRUCES	NM	88001	505-532-5158
TOSHIBA BUSINESS SOLUTIONS TX-NM	1200 EAST HACKBERRY	SUITE F	MC ALLEN	TX	78501	956-631-1696
TOSHIBA BUSINESS SOLUTIONS TX-NM	2000 EAST 42ND STREET	SUITE C / PMB 241	ODESSA	TX	79762	800-588-7383
TOSHIBA BUSINESS SOLUTIONS TX-NM	7427 AIRPORT FREEWAY		RICHLAND HILLS	TX	76118	972-386-1860
TOSHIBA BUSINESS SOLUTIONS TX-NM	613 SUDDER TH	SUITE 15	RUIDOSO	NM	88345	575-257-0029
TOSHIBA BUSINESS SOLUTIONS TX-NM	14607 SAN PEDRO AVE STE 120		SAN ANTONIO	TX	78232	210-263-1260
TOSHIBA BUSINESS SOLUTIONS TX-NM	1717 NORTH LAURENT	SUITE 101	VICTORIA	TX	77904	361-578-3099
TOSHIBA BUSINESS SOLUTIONS-CA	100 NORTH HILL DRIVE	UNITS 16 AND 17	BRISBANE	CA	94005	510-293-1200
TOSHIBA BUSINESS SOLUTIONS-CA	1181 CHESS DRIVE	SUITE E	FOSTER CITY	CA	94404	510-293-1200
TOSHIBA BUSINESS SOLUTIONS-CA	4529 MARTY AVENUE	SUITE 101	FRESNO	CA	93722	510-293-1200
TOSHIBA BUSINESS SOLUTIONS-CA	19422 CABOT BLVD		HAYWARD	CA	94545	510-783-1406
TOSHIBA BUSINESS SOLUTIONS-CA	755 BAYWOOD DRIVE		Petaluma	CA	94954	510-293-1200
TOSHIBA BUSINESS SOLUTIONS-CA	1170 W NATIONAL DRIVE	SUITE 60	SACRAMENTO	CA	95834	510-293-1200
TOSHIBA BUSINESS SOLUTIONS-CA	201 MISSION	12TH FLOOR	SAN FRANCISCO	CA	94105	415-374-2840
TOSHIBA BUSINESS SOLUTIONS-CA/NV	4150 FREIDRICH LAND	SUITE D	AUSTIN	TX	78744	512-929-9096
TOSHIBA BUSINESS SOLUTIONS-CA/NV	27001 AGOURA ROAD	SUITE 195	CALABASAS HILLS	CA	91301	805-289-9943
TOSHIBA BUSINESS SOLUTIONS-CA/NV	4190 GREEN RIVER ROAD	SUITE 206	CORONA	CA	92680	951-272-1421
TOSHIBA BUSINESS SOLUTIONS-CA/NV	1001 WEST MAIN	SUITE 101	DENISON	TX	75020	903-465-7992
TOSHIBA BUSINESS SOLUTIONS-CA/NV	10821 GATEWAY WEST	SUITE 201	EL PASO	TX	79925	915-533-4243
TOSHIBA BUSINESS SOLUTIONS-CA/NV	1411 W 190TH STREET	SUITE 300	GARDENA	CA	90248	888-827-9378
TOSHIBA BUSINESS SOLUTIONS-CA/NV	9740 IRVINE BLVD	ATTN: TOSHIBA BUSINESS SOLUTIONS-CA/NV	IRVINE	CA	92618	888-827-9378
TOSHIBA BUSINESS SOLUTIONS-CA/NV	9803 STERLING LOOP	SUITE 140	LAREDO	TX	78045	956-722-5500
TOSHIBA BUSINESS SOLUTIONS-CA/NV	6560 S TIOGA WAY SUITE # 150		LAS VEGAS	NV	89113	844-319-2548
TOSHIBA BUSINESS SOLUTIONS-CA/NV	1889 N RICE AVENUE	STE 101	OWARD	CA	93030	805-289-9944
TOSHIBA BUSINESS SOLUTIONS-CA/NV	1020 SOUTH ROCK BLVD	SUITE A	RENO	NV	89502	775-276-6515
TOSHIBA BUSINESS SOLUTIONS-CA/NV	1016 N MARKET BLVD	SUITE 40	SACRAMENTO	CA	95834	888-417-2000
TOSHIBA BUSINESS SOLUTIONS-CA/NV	1070 ARION CIRCLE	SUITE 150	SAN ANTONIO	TX	78216	210-263-1260
TOSHIBA BUSINESS SOLUTIONS-CA/NV	8555 AERO DRIVE	SUITE 350	SAN DIEGO	CA	92123	888-827-9378
TOSHIBA BUSINESS SOLUTIONS-CA/NV	12657 AL COSTA BLVD	SUITE 100	SAN RAMON	CA	94583	925-867-4497
TOSHIBA BUSINESS SOLUTIONS-CA/NV	30083 ALERN AVE		UNION CITY	CA	94587	888-417-2000
TOSHIBA BUSINESS SOLUTIONS-GA	510 WEST PARK AVENUE		GREENWOOD	MS	38930	662-455-1516
TOSHIBA BUSINESS SOLUTIONS-GA	6025 THE CORNERS PARKWAY	SUITE 207	NORCROSS	GA	30092	678-638-2123
TOSHIBA BUSINESS SOLUTIONS-GA	5005 SOUTH ROYAL ATLANTA DR		TUCKER	GA	30084	770-446-3723
TOSHIBA BUSINESS SOLUTIONS-KY-IL-IN	694 SOUTH LANDMARK AVENUE		BLOOMINGTON	IN	47403	812-336-9999
TOSHIBA BUSINESS SOLUTIONS-KY-IL-IN	11800 EXIT FIVE PARKWAY	SUITE 124	FISHERS	IN	46037	317-875-6000
TOSHIBA BUSINESS SOLUTIONS-KY-IL-IN	523 WELLINGTON WAY	SUITE 120	LEXINGTON	KY	40503	859-245-1087
TOSHIBA BUSINESS SOLUTIONS-KY-IL-IN	3300 WEST FOX RIDGE LANE		MUNCIE	IN	47304	765-288-4705
TOSHIBA BUSINESS SOLUTIONS-KY-IL-IN	402 COOMER STREET	SUITE 201	SOMERSET	KY	42503	606-678-4997
TOSHIBA BUSINESS SOLUTIONS-NEW ENGL	3 EXECUTIVE PARK DRIVE	SUITE 4	BEDFORD	NH	03110	603-644-7676
TOSHIBA BUSINESS SOLUTIONS-NEW ENGL	ONE FINANCIAL CENTER		BOSTON	MA	02110	617-439-8888
TOSHIBA BUSINESS SOLUTIONS-NEW ENGL	TWO HAMPSHIRE STREET		FOXBOROUGH	MA	02035	508-623-2505
TOSHIBA BUSINESS SOLUTIONS-NEW ENGL	133 FLANDERS ROAD		WESTBOROUGH	MA	01581	508-389-9430
TOSHIBA BUSINESS SOLUTIONS-NEW ENGL	1700 WEST PARK DRIVE #100		WESTBOROUGH	MA	01581	508-389-9430
TOSHIBA BUSINESS SOLUTIONS-NORTH CEN	3930 NORTH VENTURA DRIVE		ARLINGTON HEIGHTS	IL	60004	847-637-2900
TOSHIBA BUSINESS SOLUTIONS-NORTH CEN	2501 CROSSINGS BLVD	SUITE 142	BOWLING GREEN	KY	42104	270-842-7760
TOSHIBA BUSINESS SOLUTIONS-NORTH CEN	6800 OLD COLLAMER ROAD	SUITE 5	EAST SYRACUSE	NY	13057	315-414-1414
TOSHIBA BUSINESS SOLUTIONS-NORTH CEN	37987 INTERCHANGE DR		FARMINGTON HILLS	MI	48335	248-427-8100
TOSHIBA BUSINESS SOLUTIONS-NORTH CEN	15 CORNELL ROAD	AIRPORT PARK	LATHAM	NY	12110	518-250-5502
TOSHIBA BUSINESS SOLUTIONS-NORTH CEN	2600 STANLEY GAULT PARKWAY	SUITE 400	LOUISVILLE	KY	40223	502-489-6700
TOSHIBA BUSINESS SOLUTIONS-NORTH CEN	230 NORTH PLANK ROAD		NEWBURGH	NY	12550	845-562-2468
TOSHIBA BUSINESS SOLUTIONS-NORTH CEN	180 KENNETH DRIVE	SUITE 200	ROCHESTER	NY	14623	585-427-2222
TOSHIBA BUSINESS SOLUTIONS-NORTH CEN	675 ATLANTIC AVENUE		ROCHESTER	NY	14609	585-427-2222
TOSHIBA BUSINESS SOLUTIONS-NORTH CEN	275 KENNETH DRIVE	SUITE 400	ROCHESTER	NY	14623	585-427-2222
TOSHIBA BUSINESS SOLUTIONS-NORTH CEN	2930 WATERS ROAD	SUITE 190	SAINT PAUL	MN	55121	651-994-7700
TOSHIBA BUSINESS SOLUTIONS-NORTH CEN	100 COLVIN WOODS PARKWAY	SUITE 100	TONAWANDA	NY	14150	716-362-6300
TOSHIBA BUSINESS SOLUTIONS-OHIO	400 MCKINLEY AVENUE N W		CANTON	OH	44702	888-827-9378
TOTAL TECHNOLOGY SOLUTIONS GROUP INC	951 STATE AVE	SUITE G	SAINT CHARLES	IL	60174	855-825-7768

Toshiba Dealer Name	Address 1	Address 2	City	State	Zip	Phone
TOTAL TECHNOLOGY SOLUTIONS GROUP INC	2015 DEAN STREET	SUITE 5	SAINT CHARLES	IL	60174	855-825-7768
TOWN BUSINESS SYSTEMS	170 KERRY PLACE		NORWOOD	MA	02062	781-762-1900
TRI STATE BUSINESS EQUIPMENT	105 EAST MAIN STREET		CARMI	IL	62621	618-252-7459
TRI STATE BUSINESS EQUIPMENT	204 EAST LOCUST STREET	P O BOX 331	HARRISBURG	IL	62946	618-252-7459
TRI STATE BUSINESS EQUIPMENT	1127 NORTH CARBON STREET		MARION	IL	62959	618-252-7459
TRI-COPY OFFICE EQUIPMENT INC	725 WEST LANIER AVE		FAYETTEVILLE	GA	30214	770-716-7558
TURKS KERN COPY INC	1701 18TH STREET		BAKERSFIELD	CA	93301	861-324-3737
TWIN TIER IMAGING SYSTEMS	504 PENNSYLVANIA AVENUE		ELMIRA	NY	14904	607-732-0330
UL TREX BUSINESS SOLUTIONS	110 SW 9TH AVENUE		ALBANY	OR	97321	541-928-6522
UNICONTROL BUSINESS SYSTEMS	1470 VENICE BLVD		LOS ANGELES	CA	90006	213-384-8233
UNI-COPY TECHNOLOGIES INC	4500 YORK STREET	SUITE 100	METairie	LA	70001	504-734-7272
UNI-PRO BUSINESS SYSTEMS INC	111 PRODUCTION DRIVE	P O BOX 81458	LAFAYETTE	LA	70508	337-237-8308
UNISON BUSINESS SOLUTIONS	400 EAST JOPPA ROAD	SUITE 100	TOWSON	MD	21286	443-470-7300
UNITED BUSINESS TECHNOLOGIES	6200 OLD DOBBIN LANE	SUITE 160	COLUMBIA	MD	21045	703-917-0100
UNITED IMAGING	21201 OXNARD STREET		WOODLAND HILLS	CA	91367	818-716-1515
UPSTREAM OFFICE SOLUTIONS	6604 HARNEY ROAD	UNIT E	TAMPA	FL	33610	813-402-0440
VANCO SYSTEMS INC	2301 TEXAS BLVD		TEXARKANA	TX	75501	903-794-1013
VANDYKE INC	2548 GREENUP AVENUE	P O BOX 2618	ASHLAND	KY	41105	606-327-5537
VARY TECHNOLOGIES INC	170 WEST ROAD	UNIT 3	PORTSMOUTH	NH	03801	603-766-0006
VERITY GROUP	885 E COLLINS BLVD	SUITE 102	RICHARDSON	TX	75081	972-422-2228
WESTERN PLAINS BUSINESS SOLUTIONS	1012 WEST 36TH STREET	SUITE 1	SCOTTSBLUFF	NE	69361	308-632-2995
WILLIAMS OFFICE EQUIPMENT	312 WEST ELM STREET		CHEBOYGAN	MI	49721	231-627-7020
YUMA OFFICE EQUIPMENT	340 SOUTH MAIN STREET		YUMA	AZ	85364	928-343-2298
ZOOM IMAGING SOLUTIONS INC	4900 CALIFORNIA AVE	TOWER B210	BAKERSFIELD	CA	93309	916-369-6526
ZOOM IMAGING SOLUTIONS INC	111 ANZA BLVD	SUITE 4301	BURLINGAME	CA	94010	916-369-6526
ZOOM IMAGING SOLUTIONS INC	1000 BURNETT	SUITE 100	CONCORD	CA	94520	916-369-6526
ZOOM IMAGING SOLUTIONS INC	1111 WEBSTER STREET		FAIRFIELD	CA	94533	916-369-6526
ZOOM IMAGING SOLUTIONS INC	4603 WEST JENNIFER		FRESNO	CA	93722	916-369-6526
ZOOM IMAGING SOLUTIONS INC	200 S HARDING BLVD		ROSEVILLE	CA	95678	916-369-6526
ZOOM IMAGING SOLUTIONS INC	5341 PIRRONE RD		SALIDA	CA	95368	916-369-6526
ZOOM IMAGING SOLUTIONS INC	1611 BUNKER HILL WAY		SALINAS	CA	93907	916-369-6526
ZOOM IMAGING SOLUTIONS INC	6920 SANTA TERESA	SUITE 102	SAN JOSE	CA	95119	916-369-6526
ZOOM IMAGING SOLUTIONS INC	4930 WEST KAWEAH COURT #102		VISALIA	CA	93277	916-369-6526

ISO 14001 Environmental Certificates





- > Customized User Interface
- > Tailored for Specific Industries
- > One-Step Functions
- > Seamless Integration



RAISE YOUR EXPECTATIONS.

At Toshiba, our long history of industry-leading innovation has led to some of the most powerful, versatile MFPs available. Now, we're taking that impressive functionality to the next level with Elevate—the easy-to-use, super efficient user interface. It can be tailored for the way your business operates, automating multiple steps of common tasks with a single touch. It also surfaces many powerful features you may not have been aware of, and brings those to life. Your employees can quickly learn how to perform your automated custom one-touch functions and newly discovered features with minimal effort. Need to scan

to an automated workflow or copy an odd-sized, mixed-original job, the Elevate UI can be customized to make these complicated tasks as simple as the touch of a button.

Elevate also helps increase document security by simplifying the process of protecting printed and scanned documents.

Simple functionality across the board.

Because different industries have different needs, we've streamlined various multi-step processes accordingly. Toshiba has created customized, automated workflows to save time within multiple industries, including:



Healthcare



Government



Logistics & Manufacturing



Education



Finance



Legal



Retail



Houses of Worship

Effortless simplicity

Elevate streamlines complicated multi-step processes into automated, 1-touch functions.



Multiple steps with a single touch.

Because time is money, savings add up quickly when seconds are shaved off every time multiple steps are automatically combined into a single stroke. Especially when you multiply that by the number of employees performing those steps every day. Also, operations specific to each industry can be automated for greater ease and increased savings. For instance, retailers can scan RMAs that automatically become part of the document management workflow. Or, scan inventory that directly updates corporate.

Customized help.

Imagine the various steps that could be customized, combined and automated to help your business run more smoothly, and more efficiently. That's precisely what we've been doing here at Toshiba. So, whatever your industry, whatever combination of steps you perform, Elevate enables you to raise your expectations as you step outside the "out-of-the-box solutions".

Uncomplicated compatibility

Elevate is easy to customize and works with all the latest Toshiba MFPs.



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Int. Code 22313 | Elevate Data Sheet | 6K PG 1/17

TOGETHER
INFORMATION

TAB 4: Appendix B Product / Services

I. Products, Services and Solutions

- Provide a description of the range of products covered by your organization's MPS offering.

Toshiba's core competencies are technologically-advanced document imaging and printing products; world class service and support; output management solutions (fleet assessment and optimization, legacy printer support, mobile printing); advanced document management technologies (enterprise content management, document capture and workflow, secure printing); and managed business communication systems (digital signage services, retail kiosks, barcode printing systems, and point-of-sale (POS) systems).

Toshiba's broad range of leading edge products and solutions will allow you to Print, Work and Communicate Smarter, as well as Print Less. These include:

- **Multifunction Devices**
 - Copy, Print, Scan & Fax
 - Latest generation full featured monochrome & color products
- **Printer-based Devices**
 - Multifunction & single function printers
- **Facsimile Products**
- **High Speed Stand-alone Scanners**
- **Barcode and Thermal Printing Products**
- **Wide Format Production Printing Systems**
- **Professional Services**
 - Encompass asset management consultative services
 - Environmental Assessments
 - Security Vulnerability Assessments
- **Output Management**
 - Managed Print Services
 - Print Reduction / Fleet Optimization
 - Legacy Printer Support (HP, Lexmark and all non Toshiba branded)
 - Technology Refresh
 - Mobile Printing
- **Document Capture & Workflow**
 - Optical Character Recognition
 - Workflow / Intelligent Capture
 - Document, Device and Access Security
- **Mobile Printing Solutions**
- **Electronic Document Management**

- **Toshiba Digital Signage Solutions**
 - Indoor/ Outdoor Digital Displays (Commercial Grade)
 - Video Walls Interactive Touch Panels and QSR Menu Boards
 - Touch Screens/Wayfinding/Kiosks
 - Conference Rooms - Digital Displays/ Collaboration Tables
 - Content Management - Holistic digital display/Media players
 - Design/Implementation
- **Toshiba Point-of-Sale (PoS) solutions**

Toshiba's business model is simple, streamlined and will provide Region 4 and TCPN with an expert system for managing printer as well as the output they generate. To us, Managed Print Services (MPS) is about uptime.

In order to maximize this, Toshiba uses a full continuum of knowledge offerings that enable a complete understanding of the operations infrastructure and highlights ways we can collaboratively enable:



- Fleet optimization – for all devices deployed
- Fleet monitoring (for usage, consumables status, automated supplies replenishment)
- Centralized service dispatch and person to person technical support
- Online web portal for efficient service requests and reporting
- Document management solutions based on regulatory needs
- Information vulnerability / security assessments
- Environmental impact reporting and remedy
- Responsive and timely break-fix services

This MPS business model relieves you of the time-consuming task of managing your fleet so you can focus on serving your government customers. You will enjoy the benefits of fast and reliable service response; centralized dispatch; online and automated toner and supplies fulfillment; online asset management; simplified purchasing; local account management and billing; and automated meter reading for networked devices. Indirect benefits include the convenience of one vendor to support your entire multifunction device and printer fleet.

Key to success in implementing our business model is communication and technology that lets us be proactive in our delivery of MPS product and services. Agency staff will enjoy our fast and reliable response to requests, automated fulfillment management, simplified budgeting, invoicing aligned for A/P processing. management (IT/Procurement) will benefit from the convenience of one source for service and supply entity for all the State entities and facilities.

Encompass Fleet Management Assessments

In order for Region 4 and TCPN to optimize, manage and innovate, you must first know what you don't know. Toshiba's Encompass software and site data collection process quickly and comprehensively locates and catalogs where all the known and unknown current devices reside – by agency, make, model, user, connectivity (network or desktop) and more importantly monthly usage.

To determine the real cost of operation (RCO), the Agency will need to provide actual lease expirations, current device service and supplies agreements – transparency, careful planning and analysis, we will develop a plan of action that will be credible and sustainable.

Eco Assessment

Toshiba supports Region 4 and TCPN's green initiatives. Our MPS deliverable can involve measuring electricity use, paper waste, CO2 generation and solid waste generation.

Security Assessment

Under Toshiba's Security Vulnerability Assessment Program, our Professional Services Team can analyze key areas: current product security, unauthorized user document access, content management security and product end-of-life security. The resulting Security Assessment Report identifies document-related security risks, provides a security rating for each networked printer or MFD and outlines a strategy to cost-effectively fortify the State's document output processes.

Ongoing Fleet Assessments

Optimization is not just a one-time opportunity for improvement but an ongoing component of our MPS Program. As your campus or user needs change, your document output needs to change along with them. Our Account Management Team commits to review your account continuously to ensure that the right number and type of products supporting contracting agencies departments and employees is meeting their specific print management objectives.

Managed Print Experts

Our Managed Print Services Program encompasses many of these components that will allow us to comprehensively address the business communication needs of Agencies and organizations throughout Texas, Hawaii and nationwide. Toshiba has been providing Managed Print Services since 2003, infusing document workflow, security, green practices, and strategic partnerships to help our customers drive greater operational efficiencies.

Relationships with Hewlett-Packard (HP), Lexmark, Fujitsu, Kodak Alaris, KIP America and others allow us to offer customers single function printers, wide format devices, and digital scanners at significant cost savings. Strategic alliances with Microsoft, Adobe, Nuance, PaperCut, Pharos, DocuWare, Perceptive, Fasoo and others allow us to offer third party software that integrate with and further enhance product functionality. These mutually beneficial partnerships have allowed us to offer customers a full breadth of products and solutions that otherwise would not be available from other manufacturers.

To support an Agency's legacy print needs, Toshiba is authorized to service more than 900 models of printers, including major brands from manufacturers such as HP, Lexmark, KIP, Fujitsu, Brother, Printronix, Zebra, Epson, Okidata, Panasonic, Xerox Phaser, Dell, Tektronix, and others. As a valued

member of HP's PartnerOne Program, Toshiba is authorized to sell and service their printer products. We hold a similar distinction with Lexmark as a Business Solutions Dealer (BSD).

We continue to invest in and refine our approach, infusing document workflow efficiencies, security, green practices, and strategic partnerships into our offering. Our MPS model represents a true customer focused practice that incorporates everything from device management and maintenance of numerous product brands to the supply of consumables, while addressing a corporate commitment to decrease paper consumption and power usage and eliminate waste. Toshiba employs a CIO Magazine "Enterprise Value" award winning methodology called Encompass, which uses Six Sigma methodology and proprietary software to capture and analyze data and drive the development of document output strategies.

Beyond Print

In an industry which historically profits from the volume an organization prints, Toshiba believes that effective communication via the printed page is coming rapidly to an end. Where many of our competitors are focusing their efforts on manufacturing a new printing device, Toshiba is moving "Beyond Print" and focusing on helping organizations with the transition from paper to digital communication, ensuring a more efficient, and cost-effective way of sharing information to their internal and external customers.



Partnering with Toshiba allows Region 4 to reap the benefits of one of the world's leading technology companies that has a long history of first-to-market expertise, innovation, value, financial stability, and international reach. This affords you unparalleled access to the latest in information and communications equipment, electronic devices and components, consumer and business electronics, household appliances, that few, if any of our competitors can offer.

-
- Proposer should describe their ability to manage an onsite print center for eligible entities, if desired.
-

Toshiba can provide a variety of office administrative services through our national strategic partners who specialize in onsite print center and back office support to complement our MPS offerings. One such partner, ARO (Administrative Resource Options, Inc.) is a 23 year old certified woman owned small business that provides onsite services to hundreds of clients throughout the U.S. and Canada. Toshiba and ARO have partnered on numerous contracts.

ARO's full range of services includes, but is not limited to copy center staffing; mailroom services; records management; office supply management; hospitality services; visitor tracking; package intercept services, reception, switchboard, light office moves, facilities management; shipping and receiving; data entry; fleet management; and tier 1/2/3 printer service.

Toshiba welcomes the opportunity to further explore the opportunities to support your copy room and other office services via open discussion.

-
- Describe your organization's capacity to broaden the scope of the contract as new technology, products, or services become available for MPS.
-

Our dedicated Account Manager, Mike Straka, National Business Development Manager, is focused on expanding the MPS program initiatives as well as Agency specific projects for all services. Mike will interact with Agency clients to determine deliverables on current and future needs. party vendors and coordinating production and job requirements on behalf of the client. Mike will schedule regular meetings with each participating Agency at least quarterly, or more frequently if required. During these meetings, Mike and the Account Management Team will communicate any significant changes in models, upgrades, improvements, new software developments, and enhancements, as well as provide a Toshiba product roadmap, to ensure you remain equipped with the most technologically advanced products and solutions at all times. We also will address product utilization and efficiency at each location; service level metrics, quality issues, and financials.

Toshiba can frame a contract for each Participating Entity that will allow them to add new products or replace your existing product with new technology by simply refreshing your existing contract. Lease pricing will be quoted as each request is made based on the term requested, number of devices, models and accessories needed and volumes anticipated.

New products and features are introduced as available, with formal product launches typically occurring yearly. We will regularly communicate to the Agency new product roadmaps and impending product and service offerings in conjunction with scheduled or impromptu meetings. In addition, Toshiba will extend the Agency with any new products and solutions upon introduction, including product and/or solution demonstrations as appropriate to allow you to capitalize on our commitment to innovation.

Recent technology developments include:

- Unveiled our new customizable user interface, ELEVATE, designed to simplify the commands users need to execute jobs at the Toshiba MFDs. Toshiba created eight industry specific vertical templates that incorporate processes common to those

markets: government, healthcare, education, logistics, manufacturing finance, retail and houses of worship - for industry specific tasks.

- Formed a partnership with leading education technology company, FlashGrade to sell and distribute their signature Grading Cloud software. Grading Cloud streamlines testing and grading processes for K-12 schools, colleges and universities and enables secure on-demand testing, grading and in-depth analytics and reporting for educators. Grading Cloud integrates with Toshiba's MFDs and is easily accessible through its customizable user interface, ELEVATE.
- Introduced the world's first hybrid copier capable of producing erasable as well as standard monochrome prints.
- Began offering Nuance Communications' AutoStore capture and creation solution and Equitrac print management software solution, which complement Toshiba's MFDs
- Established a partnership with Kodak Alaris that allows Toshiba to sell Kodak Alaris' entire line of document scanners, services and software.
- Announced a partnership with PrinterLogic to offer their enterprise print management solution
- Attained certification of 28 of our MFDS by the Mopria Alliance for meeting its mobile printing standards for the Android operating system.
- Released cloud-based application e-BRIDGE CloudConnect to provide remote monitoring, diagnostics and firmware updates of our customers' print fleet.
- Achieved Cerner certification for 12 of our color MFDs. Cerner is a worldwide leading supplier of healthcare information technology solutions.
- Formed a partnership with OpenText to bring advanced RightFax integration to Toshiba MFDs.
- Formed a partnership with a leading ECM software development firm to help end users optimize their business workflow applications.
- Introduced our e-BRIDGE Print & Capture mobile software app that allows Android users to scan from and print to their Toshiba MFDs.

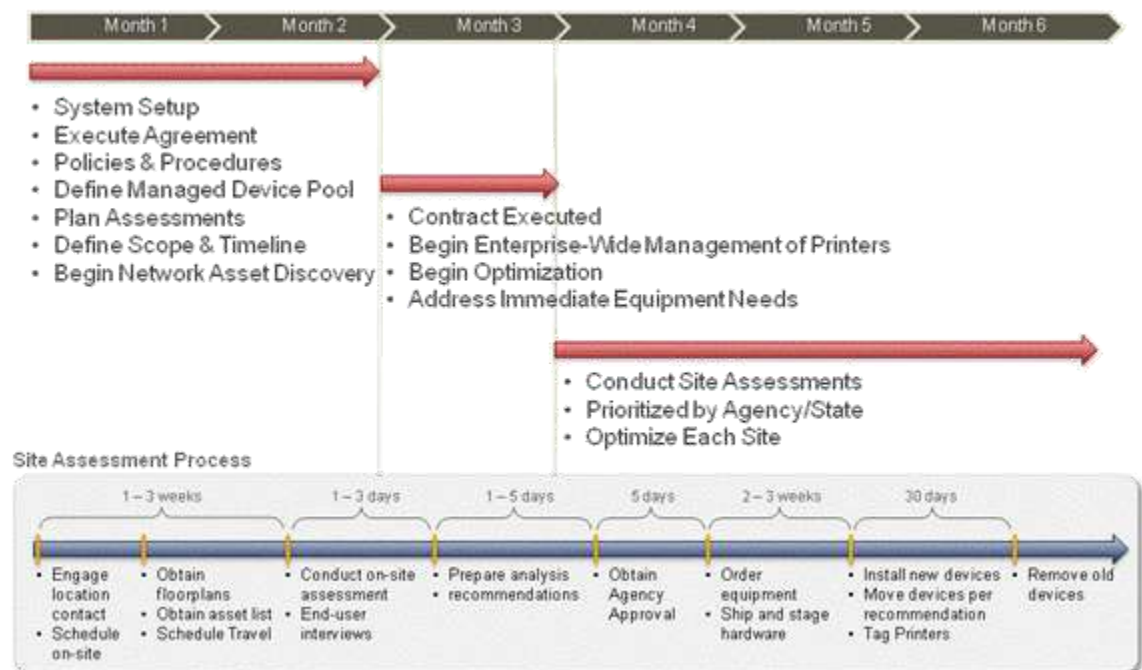
If awarded this contract, we will meet with Agency representatives and look for ways we can integrate these and our other innovative technologies into our MPS program. The market trend today is towards the integration of products and services, as well as total technology solutions. Toshiba MPS offers not just a low price for products and ancillary services, but allows vendors the opportunity to deliver true cost saving solutions for your organization

-
- State your organization's delivery timeframes, by phase, from assessment through implementation of managed print solutions.
-

Our experience with MPS implementations of similar size and complexity dictates a 3- to 6-month MPS implementation timeframe, as an example. Toshiba, however, has the ability to approach the

optimization phase in a more aggressive manner to expedite the overall process, or phased in over a longer period of time. We recommend addressing the assessment and implementation progressively, evaluating devices as leases expire. This can be done on a departmental basis to enable the individual departments/locations to retain their autonomy in making document management decisions. The determination and prioritization of site assessments and subsequent optimization will be a collaborative effort by the Agency and Toshiba team, balancing business requirements and Agency priorities throughout the planning and implementation process.

A sample timeline with a list of typical MPS implementation tasks is shown below. During the planning phase, Toshiba will jointly develop an implementation schedule that is customized to the Agency's specific schedule and task requirements.



The Agency's strategic goals, financial objectives, operational processes, departmental priorities, regulatory requirements, confidential areas, and other aspects that impact document management strategy will all be considered. At the same time, existing infrastructure allocation will be evaluated, with emphasis on standalone facsimile machines, multifunction devices and dedicated/personal printers where volume data suggests devices are underutilized. Toshiba understands that no two organizations are alike, so we are flexible when recommending our final solution. Our schedule is adjusted based one of these three strategies when it comes to hardware replacement:

- **Soft Landing** – Staggered deployment by utilizing existing “good citizen” models in the current fleet and replacing older, costly models with new. These are identified during assessment, with costly devices removed and the remaining assets moved to optimal locations. New shared devices deployed where necessary. The benefit of this approach is that it allows the client to enjoy immediate savings and visibility by placing all network print under a single cost-per-page agreement at a reduced cost.

- **Replace Entire Fleet with New Devices** – This strategy replaces the entire fleet with new hardware; however not on a one-for-one basis. An assessment is performed and new product is placed in an optimized setting, taking into account any need for individual desktop printers as well as new shared devices. The advantage of this solution is that the client gets brand new state of the art products and a standardized document output strategy.
- **Blended Program** – This approach blends the above two strategies. This can be beneficial for clients who need new devices but have a portion of their fleet on a different contract.

In any of the above listed scenarios, we can identify and report cost savings, drive compliance and manage change. Rest assured that we will work closely with the Agency to implement the best strategy – and the right products – for each of your locations.

-
- List all methods of ordering provided.
-

Toshiba's consumables supply process is handled entirely out of our local office. The Agency will have access to a secure service and supply portal (GSP) for reordering supplies and toner online (Our toll free number also is available for ordering.) Each device will have a Toshiba asset tag that will identify the device, its location, and the consumable supplies associated with the product. When a user requires supplies such as toner, they will access the supply portal and enter the asset tag associated with the device. The portal will identify the device and associated supplies, and the user will indicate which items they need. The user confirms the address and submits the order for fulfillment. Further, we can install automated software that will report low toner levels on all network devices. End users will be given order numbers so that supplies can be tracked through the shipping process.

For authorized laser printers, Toshiba offers its exclusive PageSmart MPS Program for automated toner replenishment. The installed device monitoring tool will proactively ping the print devices several times per day, transmitting the data to a back-end system that processes the data through sophisticated algorithms. The system looks at device usage, toner level, order history, cartridge yield and other factors to predict days of toner remaining. When it hits the threshold determined for the specific device, the toner will automatically be shipped to the designated location, with a label clearly depicting the correlating serial number, intended recipient and device location. **You will never need to order toner.**



The system is set up as just-in-time, meaning toner arrives approximately one week before the toner is fully depleted. There may be times when the device says "low toner," although there is still toner in the cartridge. The algorithms look at multiple device data points, including usage, yield and order history, to accurately predict toner levels and ensure the replacement toner is delivered before the cartridge is empty.

Device data/location would be printed on bright yellow shipping label on each cartridge to expedite toner delivery. Key device information on the label includes:

- Internal location (office #, role/name)
- Serial #
- Make/model
- Asset # and/or cost center
- Primary site contact

Through a supplies management portal, users will have access to specific device status across the entire fleet, including prediction of days to toner outage and predicted shipment date. You can view critical shipment information such as toner ship date, recipient information and tracking number.

To support devices not covered under the PageSmart program, Toshiba can provide an e-Commerce store, accessible via our Global Services Portal. When your customers require printer toner cartridges for those devices, the user simply accesses GSP and places the toner requests. GSP connects to the e-Commerce system and triggers the shipment of toner cartridges. This allows users to continue to turn to Toshiba for a complete array of supplies and consumables for non-standard printer devices, including locally connected ink-jet printers.

-
- Provide an overview of the technology that is utilized in your MPS offering.
-

Toshiba's Assessment and Discovery process is a comprehensive study of device ratios, print usage, business workflows, and direct and indirect costs such as service and supplies associated with operating your print devices. During the assessment, our Print Assessment Specialists can collect information through various means such as a physical walkthrough, our data collection agent, and from the customer.

Toshiba leverages of a number of software and technologies in our MPS Program. Among them are:

- Toshiba Encompass Program – data analysis and mapping
- FMAudit (FMA) – network and desktop data collection
- Tableau Software – business analytics and recommendations
- Smartsheet – Project management

Data Analysis Software - Encompass: Toshiba uses various technologies for data analysis and TCO calculations including our proprietary Encompass software. Encompass allows project members to enter and analyze data relative to the customer fleet, key work processes and non-product cost factors such as purchase order/procurement costs, labor, document storage, IT support, etc. The databases we utilize contain detailed information on nearly 13,000 different makes of copiers, printers, MFDs and faxes.

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 accurate and reliable 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. This information is invaluable in order for you to make informed decisions about device placement.

Data Collection - FMAudit: Toshiba will utilize FMAudit to discover and audit all of the Agency's networked printers. FMAudit Viewer records meter reads for prints, copies, faxes, and scans, in addition to serial numbers, toner coverage and much more. FM Audit Viewer may be run from any

network-connected PC. All print devices are automatically discovered on the network without any configuration required. Enterprise level installations are supported, with the ability to audit 1,000's of networked devices within minutes.

Business Analytics - Tableau: Toshiba utilizes Tableau, a powerful business intelligence software for data visualizations and Quarterly Business Reviews. All account data is combined to create reporting on service trends, volume trends, device utilization, optimization recommendations, billing history and fleet overviews (by dates, locations and departments). Customized Tableau Dashboards are created and allow for interactive client engagement during the reviews. Relevant data can be sorted and viewed by an almost infinite number of variables, capable of providing high overview reports while still drilling down to the asset level.

Project Management - Smartsheet: This is a web based collaborative software that allows Toshiba and the Agency to share projects and keep track of updated asset lists. Maintaining an accurate fleet list is one of the most important and overlooked factors that contributes to a successful MPS program. By utilizing shared software, visibility to all changes in the fleet can be tracked and viewed in real time. Actions can be assigned and conditionally formatted for a quick overview of historical fleet changes. This ensures all parties are working off of the master asset list. Device removals, changes and additions are documented at the proper locations for service and supplies.

-
- Provide your backorder policy.
-

If provided with a contact to communicate, we can notify the Agency via phone or email with an estimated time of arrival. If shipping is delayed in a critical area, we will prioritize the order for processing and arrange the order shipped via expedited freight or facilitate loaner equipment.

II. Assessment Phase

-
- Describe in detail your organization's assessment process and how it is scalable to meet the needs of the eligible entities.
-

As a leading technology corporation, Toshiba has a distinct advantage over other office equipment manufacturers. Clearly, we offer "best of breed" office equipment technologies, maintenance and management systems. We also provide the supporting display technologies referenced previously including "end to end" professional services.

Toshiba recognizes the evolution, advancement and convergence of shared technologies can be overwhelming, placing a significant burden on customer resources. Fortunately, Toshiba is well positioned to fill the technology intelligence "gap" for customers to assist them in making better business decisions about technology while providing well executed programs to achieve measurable success.

Our proven fleet assessment and optimization program, Encompass™, enables Toshiba to quickly map a client's current operating environment, identify the underlying document processing culture and determine the real cost of maintaining the current assets deployed. From this data set, we can model various cost-reduction scenarios providing management with focused proposals for change.

Consistent with Region 4's objective, Toshiba will help "right size" each Agency's print devices using our proprietary Encompass™ Document Analysis Program. Using this program, we can perform a

needs assessment to uncover common trouble spots such as an overabundance of or ill-placed devices, many of which may not be used to capacity, and then present you with a comprehensive report and proposal at its conclusion. Our analysis is typically delivered two weeks after the conclusion of the onsite activity and reports, as a minimum:

- Inventory of assets (volumes, models, manufactures etc.)
- Total cost of ownership information
- Recommendation proposal
- Current state and proposed state floor plans
- Detailed departmental total cost of ownership
- Detailed Business Intelligence dashboard
- Interview and survey summaries
- Workflow and solutions recommendations

When designing your managed print environment, Toshiba will take a phased approach of *Discovery, Design and Deployment*.

DISCOVERY

During the **Discovery** phase, we utilize our proprietary Toshiba Encompass™ Program and monitoring tools to gather accurate and reliable data on the Agency's print environment in order to establish an initial baseline. Toshiba Analysts will examine all aspects of your print environment: age and condition of your hardware, device utilization, duty cycles, and availability of parts and supplies as well "soft costs" such as toner, service, maintenance, storage, inventories, upgrades, leases, etc. Analysts also consider any particular "pain points" that are affecting your business, such as obsolete technology, network security, energy consumption, etc. Leveraging electronic tools and visual assessments give us a baseline for validating the current and future state recommendations.

During the Discovery phase, an initial contract is finalized outlining preliminary accountabilities. From there, strategy planning commences by sharing/developing:

- Preliminary asset list
- Physical addresses to IP Subnet Mapping
- Best practices
- Print policies

At the same time, assessment planning commences:

- Documenting key processes
- Developing process flows for assessments/security clearances
- Determining key contacts
- Determining security and badge requirements
- Notifying individual locations of impending assessments and timing

Concurrently, the program implementation plan is developed:

- Change management plan
- Ecommerce planning (supplies portal)
- Multifunction device roll-out schedule
- Training plan
- Identifying billing requirements
- Implementing fleet monitoring tool (gathering requirements, configurations, setup, validating and setting up the subnet)

To aid the discovery process, we utilize a remote fleet monitoring tool to gather fleet model and utilization data. In addition, during the planning phase, Toshiba can assume maintenance of the existing printer fleet on a cost-per-page basis to drive process simplification. The service and supplies program creates a single point of accountability for service, supplies and billing, regardless of make or model.

DESIGN

The **Design** phase is a collaborative process where we present our recommendations and work with you to design the most optimum printing and document management environment. Detailed floor plans are also created that show current and optimized states for each floor/building. For each placement, we would present the financial benefit of our proposed solution on a department-by-department basis. Rounding out the process, we present areas where you can incorporate document management and workflow software technologies where it would improve employee productivity and lower costs.

An optional component of the assessment is to interview your staff and end users. The list of interview questions will be provided to the Agency, at which point the Agency would add or remove any questions pertinent to the specific nature of your business. Questioning/Interviewing can take place in a variety of different ways:

Key Staff – a selection of key individuals can be selected and interviewed for each location, department or business area.

All Staff – as the assessment is completed, staff request information from individuals that print, copy and scan.

Workshops – key departmental and IT staff are invited to complete an onsite workshop event.

REPORTING

Current Cost/Usage Overview

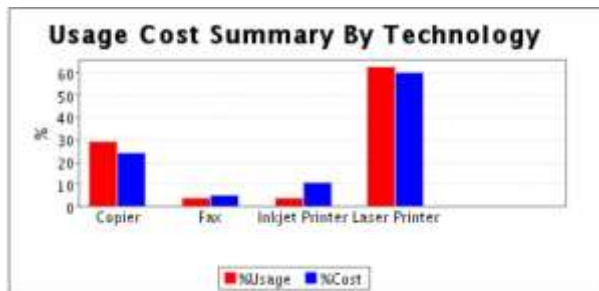
The following example is an analysis of a customer's fleet that includes the number of products by type and model, Total TCO, and TCO per page. Viewing the data at this level allows the customer to understand true costs and make educated business decisions regarding machine and cost allocation. These operating costs serve as benchmarks against which to assess the effectiveness of our program.

Product	Number of Products	Number of Unique Models	Total Cost of Ownership	TCO per page
Copier	211	69	\$61,858.96	\$0.0452
Fax	68	33	\$2,039.25	\$0.0313
Inkjet Printer	84	63	\$7,820.82	\$0.3339
Laser Printer	573	138	\$65,339.85	\$0.0704
Other Costs			\$0.00	
TOTAL	936	303	\$137,058.89	\$0.0575

Current Cost/Usage Summary by Technology

The following example is a summary report showing current usage and total cost of ownership by Technology. The table also illustrates the split between mono and color output.

Product Types	Total Monthly Mono Usage	Total Monthly Color Usage	Monthly TCO			Cost Per Copy	
			Mono	Color	Total	Mono	Color
Copier	144,727	10,383	\$5,889.67	\$2,034.48	\$7,924.14	\$0.04069	\$0.19594
Fax	20,512	0	\$1,679.94	\$0.00	\$1,679.94	\$0.08190	\$0.00000
Inkjet Printer	12,900	8,600	\$1,205.53	\$2,430.73	\$3,636.26	\$0.09345	\$0.28264
Laser Printer	300,197	34,234	\$8,137.31	\$11,780.17	\$19,917.48	\$0.02711	\$0.34411
Total	478,336	53,217	\$16,912.45	\$16,245.38	\$33,157.83	\$0.03536	\$0.30527



Current Cost/Usage Summary by Technology

Technology Overview

Additionally, using Encompass we capture, analyze and present data about your current environment with a high level of granularity, as shown in the example below. Our trained Assessment Specialists perform a detailed assessment of your current state by examining areas such as:

- Product Types: Copier, Fax, Inkjet Printer, Laser Printer, etc.
- Number of Products: Total number of document imaging products (by type) currently in use.
- Number of Unique Models: Number of unique brands/models currently in use.
- Average Age of Technology: Number of years since the model was first introduced.
- % Networked: Total number of products that are available to more than a single user at a time.

Product Types	No. of Products	No. of Unique Models	Avg. Age of Technology (Yr)	% Networked
Copier	211	69	4.9	93.36%
Fax	68	33	9.1	4.41%
Inkjet Printer	84	63	7.4	25.00%
Laser Printer	573	138	8.1	60.38%
Total	936	303	7.4	60.58%

These data points help formulate the current infrastructure design and costs, as well as concrete recommendations for the future optimized design. Typically there will be a focus on volume migration, device consolidation and reduction in TCO.

Recommended Toshiba Solution

Using Encompass, we developed a TCO model of your new document environment. Accurate and reliable device usage data is collected to provide a department-wide assessment of Monthly TCO

and costs of the current state and the proposed optimized state. This data is invaluable in order for you to make informed decisions about device placement.

The Toshiba Solution Benefit report below provides detail about our recommended solution. For each proposed product replacement, the report lists the department(s) where the existing products are located together as well as the cumulative TCO of those products. Next, the report lists the recommended Toshiba replacement together with the new TCO. The report allows you to see the financial benefits of the proposed Toshiba solution on a department-by-department basis.

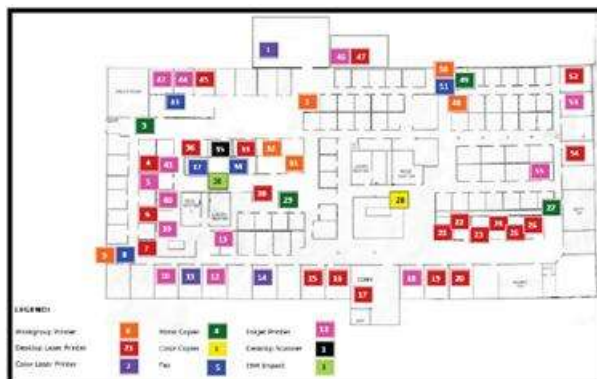
Department Name(s)	Current Scenario		Proposed Toshiba Solution		Toshiba Benefits	
	# of Assets	Monthly TCO	# of Assets	Monthly TCO	# of Assets	Monthly TCO
Replacements						
Department	1	\$60.10	1	\$205.22	0	\$-145.12
Department	27	\$2,330.89	3	\$1,150.88	24	\$1,180.01
Department	2	\$468.52	1	\$365.24	1	\$103.28
Department	4	\$143.31	1	\$183.49	3	\$-40.18
Department	6	\$719.85	1	\$178.27	5	\$541.58
Department	1	\$19.34	1	\$177.20	0	\$-157.86
Department	2	\$224.70	1	\$183.00	1	\$41.70
Department	4	\$270.27	1	\$183.57	3	\$86.70
Department	1	\$134.08	1	\$169.63	0	\$-35.55

Other reports that are available through Encompass are:

- Cost/Usage Summary by Location
- TCO by Model and Product
- Detailed TCO by Model and Product
- Usage by Model
- Supply Cost by Model and Product
- Cost/Usage Detail by Product
- TCO by Department
- Vendor Summary
- Environmental Green Report
- Security Vulnerability Report

Toshiba also uses Encompass to create visual floor plans depicting product placement both in the current and optimized states for each floor/building that was assessed. These floor plans demonstrate the potential for device consolidation as a way to reduce costs and your footprint. The physical location of each print device is plotted on a floor plan. This allows you to visualize where you may have too many devices, lack devices with specific features/functionality, where bottlenecks exist, etc. We then design a recommended future state that simulates the most efficient deployment strategy for improved workflow, productivity, and cost reductions.

An example of a "Current" and "Future" state floor plan design is shown below.



Current Design (Before Optimization)



Future Design (After Optimization)

DEPLOYMENT

Once the new design is presented and approved by the Agency, the **Deployment** phase begins with the planning, pre-installation and setup, product delivery and installation, dispatch and service, user training, and change management. Our long-term focus would be to evolve the Agency's document infrastructure and processes to a more consolidated, streamlined and cost-effective organization with improved employee-to-device ratio and device and feature utilization.

"Right sizing" involves consolidating standalone printers, copiers, scanners, and fax machines into smaller numbers of strategically placed configured multi-functional devices and networked printers, determining the right number and type of devices to support specific department and/or business needs and maximize user productivity. This process may also involve one or more of the following actions:

- *Print Migration:* This strategy involves moving print volumes away from higher cost devices and toward more efficient output products. Success factors include the willingness of an organization to divert more printing volume to lower cost-per page devices and to limit the printing to higher cost desktop printers. Toshiba utilizes several enterprise print management tools to help capture granular user and cost data across your organization.
- *Document Workflow:* Beyond managing the print environment, Toshiba can also focus on key document workflows. This can involve the transition of paper-bound business processes to electronic processes. As much as 90% of the total cost of document management and output is comprised of process, procurement and support costs.
- *Remote Monitoring and Reporting:* Continuous fleet monitoring is part of ensuring business continuity through improved device uptime and reliability. Toshiba offers remote monitoring tools and proactive break-fix services to free IT staff and end users from the support process.
- *Secure Printing:* Natively, Toshiba multifunction devices incorporate device and access security measures to protect private and confidential data. We also offer optional advanced secure print software that leverages the capabilities of Toshiba and non-Toshiba devices to provide secure release and follow me printing.
- *Mobile and Cloud Printing:* Toshiba offers native and optional mobile printing solutions that allow users of mobile devices to print to any print device.

POST-OPTIMIZATION

Optimization is not just a one-time opportunity for improvement but an ongoing component of our MPS Program. As your business or user needs change, your document output needs to change along with them. Your designated Account Management Team continuously reviews your account to ensure that the right number and type of products support specific department and/or business unit needs and that our service is meeting your specific print initiative goals.

Our Encompass program is the tool we will use to update progress and measure cost savings. Our data collection agent will collect the meters that will update our reporting data. Each device will be managed under the Toshiba program that incorporates cost per page calculations. The summary will be provided by department and location.

As we stabilize the environment we will continue to identify areas to optimize workflow and output management. These are collaborative exercises and are best executed in a phased approach employing a “proof of concept” approach. Once again it is important to include the voice of the customer as we employ technical change including IT, operations, administration and management,

A sound print policy is another ongoing strategy of Toshiba’s MPS Program. We can assist the Agency to develop a clear Print Policy tailored to your environment. For example, duplex printing is a simple policy that can be integrated into your current business objectives and company policies to save on the cost of paper. Encompass, Toshiba’s award-winning, fleet optimization program, integrates Toshiba core competencies with Six Sigma DMAIC (Define, Measure, Analyze, Improve, and Control) methodology to identify costly or underutilized devices, inefficient processes, and other cost drivers. Utilizing DMAIC, Toshiba Print Analysts can map out a future state design that provides a 360° view of your document output expenditures in the areas of Equipment Fleet Utilization; Document Lifecycle Costs; and Business Continuation and Compliance. Our team will then consolidate and optimize output devices, implement new technologies, and improve your support processes.

-
- Respondents are encouraged to provide actual examples of a public-sector customer assessment and how it was used.
-

Each engagement we perform has a unique mix of products, solutions and services. As such, results vary for each client we serve. Examples of immediate financial benefits similar clients have realized as a result of Toshiba’s MPS program are:

- Successfully optimized the entire district fleet at **Adams 12 Five Star Schools**, which encompassed 58 schools and approximately 40,000 students. By implementing behavior modification (PaperCut) and performing fleet optimization we enabled the District to not only achieve significant savings but enhance student productivity.
- Conducted an Encompass analysis and fleet optimization for the **City of Minneapolis** that resulted in operational cost savings of 73%
- Established an MPS program for **Hennepin County** that eliminated costly devices, reduced waste and operating expenses, and saved \$3 million annually
- Our UnifiedPrint Program with **Los Angeles Unified School District (LAUSD)** encompassed over 3,000 MFDs and over 2,000 printers. The program involves assessing each district location and optimizing the fleet. Selecting Toshiba as a single source has resulted in a cost savings to LAUSD of over 60%.

We serve other vertical markets such as financial, manufacturing, retail, legal, industrial, healthcare, automotive, transportation, and construction. For example, our engagement with SunTrust Banks, Inc. is one of the largest MPS contracts in the industry that involved Toshiba surveying and assessing more than 2,500 locations with 30,000-plus devices. The results of Toshiba's optimization process resulted in a managed print solution for SunTrust that has yielded significant cost savings, eliminated single points of failure in the output environment and required no internal asset management. Due to the project’s phenomenal success, SunTrust recognized Toshiba with its Supplier Achievement Award.

Assessment Example #1: Los Angeles Unified School District (LAUSD)

In October, 2011, Toshiba was awarded the sole source contract for managed print services for LAUSD. The District had a multi-vendor environment, numerous stand-alone devices, no cohesive reporting structure and diverse locations with individual usage requirements. Toshiba proposed to consolidate their print output to a single vendor that would bring all of the schools into alignment with the new program, assess each location, make recommendations on new products and right size the print fleet to reduce costs. Toshiba was selected based on our exceptional ability to provide quick assessments, work within the stringent timeframe needed to perform the assessments, recommendations and implementation, keep the costs contained, provide visible reporting and be able to tailor solutions to meet the varying needs of their schools and District offices.



Deployment and Implementation

Toshiba needed to replace the enormous volume of existing imaging equipment with networked, multi-functional copier, printer and duplicator solutions within a short window when schools were closed over summer, and be ready by the beginning of the 2012 school year. In order to meet the timeframe goals, Toshiba had to assess over 1,200 sites (911 school sites and an additional 312 skill centers, office, magnet and adult education sites) within the first eight months of the contract.



Management and Support

Our strategy included a staggered approach within each of the six Education Service Centers – which we tackled with both manpower and technology. First, we expanded our assessment team with additional analysts who could take the collected data and prepare recommendations. Site presenters would then meet with key decision makers from each site to discuss and review the findings and recommendations. Once the solution was finalized, another team performed the installation and training.

We utilized a new pilot program leveraging tablet technology and mobile form applications. This new technology solution improved the number of site assessments a team could do from one per week to up to three per day, depending on the size and number of devices at the site. Each team conducted on average about 6.5 onsite assessments per week, assessing approximately 1,600 devices per week.



Efficiencies Achieved

Once the solution was finalized, another team performed the installation and training. As per the chart below, Toshiba met all deliverables on time.

	Current Status Overview				Overall Program Overview		
Schools	Scheduled	Completed	Remaining	Completion %	Start Date	Target End Date	Completion %
Site Assessments	911	911	0	100%	01/19/12	06/30/12	100%
Completed and met deadline							
Presentations	911	911	0	100%	01/19/12	10/19/12	100%
Approval	911	796	0	100.0%	02/06/12	12/31/12	100.0%
Opt-Outs	115	87	28	76%	02/06/12	12/31/12	N/A

Toshiba's UnifiedPrint Program for LAUSD encompasses over 3,000 MFDs (both mono and color devices) and brought over 2,000 Printers into the MPS program. Device speeds range from 25 pages per minute (PPM) to 110 PPM. We have performed assessments and made recommendations at all locations within the expected time frame.



Quantifiable Savings

Generally, a Toshiba MPS program can save a client about 40% through the consolidation under a single vendor, optimizing the fleet to include more MFDs and standardizing the printer fleet. Selecting Toshiba as a single source resulted in a cost savings of 62% to LAUSD.

ESC	Savings Percent	
	Estimated	Actual
E	43%	64%
N	39%	51%
S	42%	66%
W	39%	59%
XP (ISIC)	45%	63%
Totals	41%	62%

Assessment Example #2: Hennepin County, Minnesota

Toshiba's work with Hennepin County helped the County achieve recognition from the Center for Digital Government and National Association of Counties for "using innovative technologies to reduce county operations costs and enhance service delivery."

Through their campaign "Right Move, Right Size, Right Now," Hennepin County is strategically replacing its fleet of printers, copiers, scanners and fax machines with energy-efficient, multifunctional devices – an effort that will ultimately save the County \$3 million per year in printing costs. Over the contract term, this project will replace over 450 copiers, 750+ large network printers, and an unknown number of standalone public and department devices in over 140 County locations.

Switching to MFPs is an economical, efficient and environmental move for the County, resulting in cost reductions in virtually all print-related areas, from maintenance and support on far fewer devices to lower cost per impressions. Employing follow-me-print functionality, employees are able to retrieve their output from any printer at any location, without having to map their computer to a specific printer. The devices themselves promote conservation through default duplex printing, increasing print awareness by informing users of the number and cost of pages printed, as well as near zero landfill considerations for devices and cartridges.

Prior to placing an MFP in a department, print service experts conduct an onsite walk through of the offices and assess the current inventory, print capacity and volume, staff numbers, office layout, etc. A customized plan was developed that identifies the recommended number, type and placement of devices to ensure the optimal configuration to meet business print needs. In late fall, print assessments were completed for the IT, HealthWorks and Security departments. From the

initial 72 existing devices identified, the recommended device placement reduced the number to 16, a 75% decrease in the total number of devices. Moreover, on a countywide basis, this initiative has been calculated to drive \$3 million in annual savings.

Assessment Example #3: City of Minneapolis

The City of Minneapolis was faced with a huge problem of waste coming from outdated and ineffective printers, multiple vendors, and decentralized service. In April 2008, Jay Junker, then IT Operations Manager for a major window manufacturer, made a proposal to city department heads. He built a business case for optimizing the city's fleet of printers and MFPs while simultaneously saving money in the process. In October 2008, city leaders agreed with Junker and decided to move forward.

Toshiba conducted an Encompass study that revealed that the Human Resources department had approximately 40 employees and 32 devices – almost one for each staff member. To make the department run more efficiently, the City followed our analysis and migrated copy volumes of single-function printers to more efficient Toshiba MFPs. The resulting operational cost savings came in at an astounding 73 percent. The department eliminated a monthly service fee that covered several aging printers and lowered their cost-per-page by setting print defaults to black-and-white.

The results of this pilot made a compelling case for the city council, which mandated optimization for every department. Many departments were immediately on board and recognized what a great opportunity this was for cost savings and efficiency improvements. Due to the scale and complexity of the project, the City decided on a stepped approach to implementation. Toshiba performed an Encompass analysis one department at a time and subsequently created and presented an optimized solution for each department. This stepped approach allowed Toshiba to focus on the department's individual needs and time to train staff to use the new equipment to their full potential.

Each department was unique. Whereas the Human Resources department could eliminate all 32 of their printers, some remote teams retained their printers while, in other cases, printers still in good working condition were allotted to employees with physical disabilities who might have difficulty walking to a shared device. Finally, devices that were truly at end of their life cycle were recycled as part of the City's green initiative.

"We started out with a pilot project in Human Resources," said Mr. Junker. "That's how we showed the City of Minneapolis how the Toshiba Encompass Analysis and Managed Print Services program would work."

Assessment Example #4: SunTrust Banks, Inc.

Our engagement with SunTrust Banks, Inc. is one of the largest MPS contracts in the industry that encompasses their offices and branches throughout the Southeastern U.S. SunTrust had a printing, faxing, and scanning environment that involved a combination of separate services with no leveraged cost savings. The multiple legacy contracts could not be centrally managed and provided very little visibility of the costs associated with device management. Toshiba's Enterprise Services and Solutions (ESS) Group helped develop an optimization plan that rationalized the print environment by eliminating costly desktop printing, leveraging existing workgroup print technology and migrating volume to highly productive Toshiba multifunction devices.

The implementation process, which took a little over a year, involved Toshiba surveying and assessing more than 2,500 locations with 30,000-plus devices. Today, after more than 20,000 devices were removed, the contract includes more than 3,700 Toshiba devices, as well as hundreds of HP and Lexmark and Source Tech products. Over 40 million pages are managed per month in volume and more than 300 toner orders are shipped out per day through an automated process.

With the optimization complete, the company had a managed print solution that has yielded significant cost savings, eliminated single points of failure in the output environment and required no internal asset management. As a result, our client has enjoyed simplified support, enhanced functionality, less downtime and significant cost savings. Due to the project's phenomenal success, the client recognized Toshiba with its Supplier Achievement Award. We were in the top eight vendors out of 14,000 total vendors considered for this prestigious honor.

-
- List any charges for assessment, if any. Charges should be listed as separate rates with hourly labor charges for each component.
-

Please refer to our pricing sheet for Standard Assessment Phase pricing. Assessment pricing is scoped depending on the size and locations of individual projects. It may be possible for assessment pricing to be waived upon award of contract to Toshiba if the project meets specific requirements.

III. Implementation Phase

-
- Describe in detail your implementation program plan.
-

Toshiba will take great care to ensure a smooth and seamless implementation across all Agency locations. Implementation goals range from mitigating impact on your business to initiating and communicating account specifics, deployment schedules, identifying work flow processes for device configuration and ease of replication across the fleet, overseeing site surveys and network requirements, portal configuration for service and supply requisitioning, establishing print policies and control processes, overseeing knowledge transfer for training schedules, deployment of training tools, etc. This will include equipment mix with projected installation timelines for each location. The initial planning phase will include identifying key locations which the Agency would like to focus and may be prioritized by a variety of characteristics, such as operational expense of fleet, age of fleet, location, usage trends, device to employee ratios, scheduling to limit or have no disruption on work productivity, cultural aspects, etc.

Toshiba's MPS is a mature program and provides the ideal framework by which to manage all aspects of your equipment population. The program is designed for the cost effective acquisition of equipment, service levels, aftermarket products, networking and turnkey implementation as required by user departments.

Our Account Management Team will meet with Agency key personnel upon award to draft an implementation plan and timeline. After analyzing the current equipment fleet inventory, the team can easily transition the printer service and supply management to Toshiba through a series of actions that include:

- **Initiating the account**, including notifying Executive and Account Management Team

members, along with the internal and external stakeholders and confirming roles and responsibilities.

- **Planning the account**, which includes identifying the contract components, service level commitments and key metrics, and supply requirements.
- **Installing** our meter collection tool and set up e-Commerce and Toshiba's web portal for requesting service and supplies.
- **Executing the account**, which includes understanding the order process and invoice detail and close communication with external parties.
- **Controlling the account**, which is an ongoing and iterative process of measuring, reviewing, improving where needed, and communicating.

The following steps represent the successful delivery, installation, acceptance, training and ongoing service and support. It assumes that all sites have been assessed and right sized and the proper device mix has been approved by the Agency.

Pre-Installation and Setup

Prior to equipment installation, Toshiba will schedule a meeting with project leaders and IT staff to coordinate pre-installation and networking activities. After reviewing pre-installation data and confirming general requirements, an implementation schedule is developed. Our technical personnel will also be engaged with your IT staff to ensure our equipment, as well as any software solutions are compatible with the network. In cooperation with the Agency staff, technicians will conduct a network site survey and test to ensure equipment and application compatibility with your network.

Product Installation

Toshiba will work with the Agency to create an implementation plan that establishes a firm timeline for replacing equipment by location. This plan will include specified times for placing and processing orders, delivering and installing equipment, and conducting end user training as well as back-up resources to handle any contingencies. The implementation plan will be broken down by action items and identify functional support and areas of responsibility.

Toshiba MFDs are shipped directly to the installing service provider's location, where it is unpacked, fully assembled, and tested prior to delivery. This minimizes disruptions to the customer's operations. The service provider receives the packing slip and verifies that equipment is free of damage all parts are in place. Any rejected shipments due to damage, shortages, or other discrepancy are handled by the service provider. Generally, new printers are delivered/drop shipped to each location; Toshiba does offer professional printer installation if you should desire to take advantage of this service.

► **Supplies**

Toshiba's consumables supply process is handled entirely out of our local office. The Agency will have access to a secure service and supply portal (GSP) for reordering supplies and toner online (Our toll free number also is available for ordering.) Each device will have a Toshiba asset tag that

will identify the device, its location, and the consumable supplies associated with the product. When a user requires supplies such as toner, they will access the supply portal and enter the asset tag associated with the device. The portal will identify the device and associated supplies, and the user will indicate which items they need. The user confirms the address and submits the order for fulfillment. Further, we can install automated software that will report low toner levels on all network devices. End users will be given order numbers so that supplies can be tracked through the shipping process.

For authorized laser printers, Toshiba offers the aforementioned PageSmart MPS Program for automated toner replenishment. The installed device monitoring tool will proactively ping the print devices several times per day, transmitting the data to a back-end system that processes the data through sophisticated algorithms. The system looks at device usage, toner level, order history, cartridge yield and other factors to predict days of toner remaining. When it hits the threshold determined for the specific device, the toner will automatically be shipped to the designated location, with a label clearly depicting the correlating serial number, intended recipient and device location.

► Training

As part of the equipment installation, Toshiba will provide each Agency location with user training to help your employees adapt quickly to Toshiba equipment and any new technologies and workflow processes. Toshiba's trained professionals will provide employees with customized user training that is complete and easy to understand. Training schedules, location, and frequency of sessions will be mutually agreed upon with the appropriate the Agency representative. We also provide instructional tools such as a Quick Start Guide and Operating Instructions poster for placement near the device to help walk end-users through the process of performing the more common operating tasks. Our experience shows that such training and access to training materials are key factors in promoting employee buy-in for an organization's transition to a new vendor and equipment.

► Ongoing Support

Local account management plays an important role in building rapport with administrators and users and gaining familiarity with your MPS environment. Each Agency location will receive:

- Supplies ordering and delivery to end user
- Preventive maintenance
- On-site service
- Centralized dispatch
- Technical support and consultation
- Service Level Agreement compliance
- Asset management and reporting
- Continuous improvement initiatives

Our service program combines industry best practices and stringent service levels to provide the State with the highest level of field maintenance possible, which includes our local Toshiba-trained and certified service technicians, centralized Dispatch, technical and IT support, online device and fleet management, and other value-add programs.

As part of ongoing account management, Toshiba continually monitors client data and will present the State with recommendations to enhance fleet optimization throughout the engagement. Consistent with our commitment to Six Sigma, trend data and Service Level Agreement (SLA) performance will be analyzed to drive continuous productivity improvement. Toshiba will also regularly update the State regarding technology innovations – from equipment to software solutions – that can further enhance its document management infrastructure.

-
- Provide your organization’s experience of implementing MPS with public sector agencies. Respondents are encouraged to provide a detailed case study of where your organization has implemented MPS with a public-sector agency.
-

The public sector is Toshiba’s core vertical market. Our portfolio includes over 60,000 clients who use our products and services. Among the clients, approximately 20% are under a MPS contract with Toshiba managing and supporting both Toshiba and non-Toshiba product and often involves some level of fleet assessment and optimization services. We target organizations with a large multi-vendor fleet who are looking for a single vendor to right size their print environment and support their multiple hardware brands. Toshiba is proud to have existing partnerships with cooperative purchasing organizations such as the National Intergovernmental Purchasing Alliance (NIPA), Texas Department of Information Resources (Texas DIR), NASPO ValuePoint, King County Director’s Association and Cooperative Educational Services (CES). We are also suppliers to numerous state, county and local government agencies, K-12 school districts, colleges, universities and county and city governments throughout the U.S. To meet these demands, Toshiba has a dedicated State, Local and Education Team dedicated solely to these markets.

This experience translates to a having a true understanding of the business needs and contractual commitments of government clients; the potential risks and how to mitigate them; the work effort and resources required; relationships that need nurturing between the State and Toshiba; and the management and control need to ensure all project activities are on time and within budget.

-
- List any charges for implementation, if any. Charges should be either event (one time) based or hourly with a statement of work.
-

Due to the unique nature of each customer or location, Implementation would be priced based specific to the requirements and size of each location or project. Implementation could be priced either as a one-time charge, or hourly with a statement of work. However, the implementation would not exceed an hourly rate of \$90 per hour. Once again, projects that meet certain size requirements can include implementation fees into the normal Cost per page or at no additional cost.

IV. Training for Client

-
- Describe in detail the types of trainings your organization typically provides to customers.
-

1. Does proposer offer on-site trainings?

Yes. Toshiba training personnel will be on site at each location immediately after installation to provide no cost Basic Operator and Key Operator Training to District users.

Training will include a comprehensive review of document printing, copying, faxing, scanning, e-filing, digital sending, and other features. Our Professional Services organization also will provide instruction on any new workflow, document management, security, or other new software. During the pre-installation phase, Toshiba and the Agency will have coordinated the organization-wide training.

Training is delivered on site by specialized instructors or via web-based applications. The instructor will work closely with your staff to explain, in detail, the features, functions, and benefits of our product to ensure the transition to Toshiba equipment is a positive experience. Toshiba's Account Manager will coordinate the scheduling of your initial training sessions. The number and types of units by location, system functionality, and specialized applications will be used in designing our training curriculum.

2. Does proposer offer web based trainings?

Yes For ongoing or refresher training, Toshiba offers self-paced online training for all current Toshiba models. These tutorials will help you learn how to perform various user functions at your device, such as:

- Copy Functions
- Print Functions
- Scan Functions
- Faxing
- e-Filing
- Toner/Paper Replacement
- Understanding Software
- Troubleshooting
- Special Functions



This online training can be found at:

<http://business.toshiba.com/usa/support/index.jsp#tutorialList>

3. Does proposer offer one-on-one trainings?

Yes. While Toshiba generally conducts training in a group setting, our instructors can offer one-on-one training on an as-requested basis.

-
- List any charges for initial or on-going training, if any.
-

Training is included at no additional cost.

-
- If your company uses an alternative methodology for pricing training, please provide.
-

Not applicable.

V. Fleet Management

-
- Include all cost options for on-site full-time, part-time, first service responder, consumables, etc.
-

Please refer to our pricing sheet.

-
- In addition, list separate costs, if any, to manage legacy installed devices from other manufacturers such as installing, moving, adding, changing and disposing of contracted devices.
-

Please refer to our pricing sheet.

-
- Do you offer trade in pricing for owned equipment?
-

Contingent upon award, Toshiba can facilitate buyback of your owned equipment and pass along the proceeds from the sale to the Agency. We would solicit and obtain quotes from broker sources for trade-in of the equipment based on their current market value. For units they determined to have no residual value, we can dispose of them with one of our authorized electronics recyclers.

-
- Management of legacy devices does not include parts, labor or supplies.
-

Toshiba can provide management of all legacy owned devices that does not include parts, labor or supplies.

-
- Define how your technologies will guarantee document security and privacy.
-

Toshiba products come standard with a number of built-in security features that address the requirements of HIPAA, Gramm-Leach-Bliley and other governmental regulations. Our security solutions help protect confidential and private information by controlling access to both the device and data; providing data tracking and accountability; and establishing and controlling data integrity. Other features such as network authentication, password-initiated private printing, administrative password enhancements, and secure distribution of documents help protect the privacy of records and confidential information, along with department codes designed to track data and usage.

Network Security

Incorporated into each Our Company's MFDs are the following security features that specifically address device and network security:

- Internet Protocol Security (IPsec)
- IPv6
- IP/Mac Filtering
- Secure Sockets Layer (SSL)
- SMB Signing
- Protocol and Port Control
- Fax Connection

Access Security

Our Company has developed these simple yet highly effective methods of establishing access security without inconveniencing users:

- Department Codes
- Strong Passwords
- Login Limitation
- Usage Limitations
- Network Authentication
- Email Authentication
- LDAP Integration
- SmartCard Authentication (optional)

Document Security

Toshiba MFDs offer extensive document security, regardless of the physical location of information:

- Private Print
- Hold Print
- Secure PDF
- Job Log
- Hardcopy Security
- Digital Rights Management (optional)

Hard Disk Drive Security

Toshiba MFDs utilize a 320GB FIPS 140-2 Validated Self Encrypting Drive (SED) with 256 bit AES Encryption and Automatic Drive Invalidation (ADI) FIPS (Federal Information Processing Standard) 140-2 validation is viewed as a mark of security and quality and certifies to their clients that the Toshiba FIPS 140-2 validated SED meets the US federal government requirements for security products.

This technology renders the drive useless if removed and an attempt is made to read the data on the hard disk drive. If the HDD is stolen and installed in another product and an attempt is made to read data out of the HDD, automatic data invalidation works to prevent information leaks.

Advanced Encryption Standard (AES) is a U.S. government-approved cryptographic algorithm that is recommended by the National Institute of Standards and Technology (NIST). After completion of the use of the MFD or at lease end, all data on the MFD is instantly invalidated and the ability to read any of the data is completely disabled.

Date Overwrite

Data Overwrite on each Toshiba MFD ensures that the hard drive is secure by overwriting all residual data with multiple passes of random characters. The disk is erased automatically upon completion of each job, effectively preventing the data from being accessed and recovered by unauthorized persons. This HDD Overwrite meets the DOD standard 5220.22M. The process works as follows:

1. Document data is overwritten and rendered irretrievable after every job.
2. Stored document data, such as private prints and e-FILING content, is overwritten upon completion or deletion of each task.
3. Templates, address books, and device management data are protected from overwrite.

4. All data can be thoroughly overwritten before disposal of the device or hard drive, ensuring that no residual data remains.

-
- Define how meter reads are conducted.
-

With the approval of Region 4 and TCPN, Toshiba would use an automated Data Collection Agent (FMAudit) to capture usage data for Toshiba prints, copies, faxes, and scans from all networked devices for billing and reporting purposes. FMAudit gathers information regarding a device fleet and works with both Toshiba and non-Toshiba devices. Key device data is captured, including core device information such as

- Make, Model, Serial #, IP Address, and MAC Address.
- Meters – monochrome and color counts for print scan and fax (essential for billing per meter click).
- Toner/consumable levels – status of consumable supplies, including % remaining by supply type Service alerts – captures device alerts of service issues. These can be as simple as paper out, up to complex issues requiring technician assistance.

-
- Define how service calls are placed. Does your equipment have built in remote/automated diagnostics capabilities?
-

End users can place service calls through Toshiba's centralized Dispatch Center via the web, toll-free telephone number, email or fax. Professional dispatch personnel, using Toshiba's electronic trouble ticket and tracking system, quickly and efficiently manage all aspects of service requests. Upon receipt of the request, they will:

1. Log in the date, time, and location of the call and assign a confirmation number for tracking.
2. Obtain the model and serial number of the product, customer location, the customer's contact person and phone number a description of the problem and, if applicable, any error codes displayed on the machine.
3. Dispatch the call to the local service provider.
4. Track call to ensure that work is completed and the problem resolved in required timeframe.
5. Follow up to ensure the customer is satisfied.

The first available local service technician will contact the requestor immediately upon receipt of the dispatch call. He or she will attempt to resolve the customer issue over the telephone. If remote resolution is not achieved, the technician will attend to the repairs on site.

Toshiba's **e-BRIDGE Fleet Management System (eFMS)** gives your administrators the power of centralized monitoring while users benefit from improved availability of devices. Key operators receive automatic first-tier alerting, while second-tier alerting is available to Toshiba service. Anybody with administrative access to the utility can clone settings and view meter reads. Using eFMS, administrators can assign costs to specific departments, as well as review device usage and consumables status.

TopAccess, Toshiba's device management web-based utility, will allow Agencies to view detailed device information using a standard web browser, such as the device's current status, the size and type of paper available in every paper source, and the documents in the queue for print, fax, and scan jobs. Other administrative features enable IT managers to set up device settings and network properties directly from the desktop. With TopAccess, our devices also can alert technicians of service needs, supplies needs and usage data.

As an added benefit to Region 4 and TCPN, Toshiba' engineering personnel can utilize our exclusive **e-BRIDGE CloudConnect**, an exclusive cloud-based application that allows our them to remotely update firmware, push down service codes and find error history within products to help with diagnostics and proactive maintenance of your fleet. Since introduction, this tool has significantly improved our customers' working environment by increasing uptime, reducing workload and optimizing device management.



The CloudConnect system enables our service staff to provide better service in the following areas:

- Increased Uptime
 - Real-time alerts go to the service technician to update the status of MFDs
 - Service technicians can set policies that make adjustments to internal MFD codes to control copy, scan, and other configuration settings
 - Using the data sent from the MFDs, service staff will be better prepared for onsite service calls with correct parts and action plan for faster resolution
- Reduced Customer Workload
 - MFD alerts are sent directly to the technician, helping reduce your IT burden
 - Meter data updated daily is automatically transferred to various back-end systems
 - Toner alerts can be monitored to provide automated supplies delivery
- Keeping Customer MFDs Up-to-date
 - Firmware can be updated automatically, or purposely maintained and monitored at a customer designated level. Updates can be scheduled for off-peak hours.
 - Remote Data Backup and Restore
 - MFD configuration data/templates/settings/contacts can be maintained, stored, restored from the CloudConnect server.

CloudConnect works behind the scenes for you in managing your devices remotely by gathering information about your machine via the cloud. That means you can spend less time managing your devices and free up your resources with remote meter reads, firmware updates, and toner alerts to

trigger automatic supplies deliveries. It's easy to set up too, with no software installation required—simply install as a firmware update.

VI. Administration

- Describe any continual process improvements that your organization puts in place for customers.

To ensure long-term cost reductions and innovation, Toshiba will schedule regular meetings at least quarterly, or more frequently if required. During these meetings, our team will communicate any significant changes in models, upgrades, improvements, and new software developments and enhancements. Additionally we will provide a Toshiba product roadmap to ensure you remain equipped with the most technologically advanced products and solutions at all times. We also will address product utilization and efficiency at each Agency location; service level metrics, quality issues, and financials.

Toshiba's sales and marketing organizations keep abreast of current and future customer and market requirements, as well as quality issues, and communicate them to our parent company for inclusion in their product development. Our service group monitors product performance to ensure optimum reliability and takes action locally when appropriate. Toshiba's Product Marketing Department works closely with Toshiba's engineering group in Japan in developing specifications and a product prototype that satisfies the needs of both the market and end user customers. Once the prototype is complete, Toshiba's quality assurance personnel test all aspects of the product's functionality, including maintenance testing. Toshiba also sends its products to independent testing laboratories such as BLI, BERTL and Better Buys for Business.

- Detail any innovative ways that your organization helps eliminate unnecessary printing; reduce carbon footprint usage, waste, etc.

Measuring your Office Footprint

More and more customers are asking us to help them meet their corporate sustainability initiatives. This can involve measuring and improving such areas as electricity use, paper waste, CO2 generation and solid waste recycling. Toshiba has addressed this with our **Encompass Green Report**, an enhancement to our Encompass Document Analysis program that provides customers an accurate measurement of energy consumption, carbon emissions, paper usage and solid waste of their print devices.

This Green Report is a quantitative analysis of the environmental implications of your organization's office printing practices. Using information acquired during the assessment of your printing environment, The Green Report calculates your eco-footprint: consumption of natural resources, production of waste product, as well as utilization and cost of energy required to power your fleet of devices together with the resulting CO2 emissions. This report highlights techniques that can help your company realize significant cost savings and efficiencies by optimizing your print environment and in doing so, help you meet your green objectives.

The process is as follows: during an Encompass assessment, detailed asset information is gathered, including locations, product models and types, equipment



specifications, and usage. Using this actual device data and volumes and locations from Encompass, we can pinpoint opportunities to reduce environmental impacts on paper consumption, power consumption; emissions; and volumes of solid and water waste produced.

– ***Paper Consumption***

This table calculates your current annual paper usage in sheets and pounds, and estimates the number of trees that were cut down to produce this paper.

Paper Per Year (sheets)	6,918,649
Paper Per Year (lbs)	69,186
Total Number of Trees Consumed Per Yr.	830

– ***Electrical Consumption and CO2 Emissions***

This table calculates how much energy is being consumed by your print devices and the associated CO2 emissions based on the model type, technology, and average number of pages printed.

kWh Used Per Year	2,613,701
CO2 Emissions Per Year (lbs)	3,972,826

The following table calculates how much waste water and solid waste are being expended based on the number of pages you are printing and number of cartridges used. By printing less and recycling your toner cartridges, you not only save money, but you help protect the environment.

Waste Water Produced from Paper Consumption (gal)	249,071
Annual Paper Solid Waste (lbs)	76,105
Total Number of Printer Cartridges Consumed Per Year	2,064
Total Paper and Cartridge Solid Waste Per Year (lbs)	81,265
Solid Waste Impact of Disposed Cartridges (lbs)	5,160

Following optimization, the calculator will present the new data for comparison purposes and as recommendations for using less paper and energy and reducing waste.

The Green Report is yet another example of Toshiba’s company-wide effort to help our customers meet their corporate environmental objectives. Understanding the consumption and waste associated with printing provides an opportunity for you to make significant progress towards environmental stewardship in the workplace. Through an optimized print environment, you will not only realize cost savings but also make a contribution to a greener Earth. This is a core initiative of Toshiba’s Managed Print Services Program in helping you save money, reduce energy usage and waste, and minimize your environmental footprint.

Corporate Print Policy

Toshiba can assist the State in developing an enterprise-wide Print Policy, which not only conserves resources but also greatly reduces print expenses. A responsible print policy will show your customers and stakeholders that you are serious about both saving money and greening the environment.

A sample Print Policy is shown on the following pages.

SAMPLE PRINT POLICY – SIMPLE

Print Policy Sample

Requirements & Standards

Optimization will include the following minimum requirements.

1. Local printers will be eliminated. Exceptions must be approved by XXX and tracked by Toshiba. See Exception Session for additional details.
2. All devices to be deployed must meet XXX certification criteria as defined later in this document.
3. Color printing will be allowed by business need only. Sites will be evaluated to determine whether users currently utilize and require color printing. If a color device is installed, by default its drivers will be set to grayscale. Users have the ability to change to color printing as needed.
4. Simplex printing will be allowed by business need only. Where capable, all output devices will default to duplex. Users have the ability to print simplex if necessary.
 - a. Existing devices that will remain in the environment and only have simplex printing capability will continue to simplex print only. Over time, these devices will be replaced with duplex devices. This will occur post optimization as devices reach the end of their useful life.
5. Scanners will be a minimum 300 dpi.
6. Active Directory authentication is required for scan to email.
7. Collating will be enabled if available on the device.
8. Stapling will not be enabled by default. The default location for staple placement will be in the top left corner of the page running along the length of the page.
9. IP Address of output devices will follow XXX standards.
 - a. XXX has designated address ranges for output devices in the .240 - .254 range for class C addresses.
 - b. DHCP reservations and DNS names will be requested by Toshiba via service request.
 - c. Requests will be made by Toshiba pre-deployment as needed. Requests will be entered as a USD request with the following attributes (case sensitive):
 - Configuration Item: WINDOWS2K3
 - Priority: 3
 - Fill in Summary and Description of request.
10. Page counts will be enabled.
11. Alerts for monitored items will be turned on and configured to notify Toshiba.
12. Scanned image format will default to .pdf file format and be routed via internal email to the client performing the scan. Active Directory authentication is required.
13. Labels will be placed on all devices to include:
 - a. IP address
 - b. Supplies website
 - c. RMT (mainframe remote printer number)
 - d. No telephone numbers for Toshiba support or supplies ordering will be on the device

SAMPLE PRINT POLICY – EXTENDED

Company X Print (Output Device) Policy

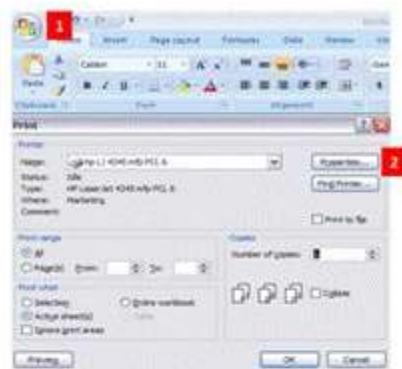
Recently, Corporate Services announced a new Managed Print Services policy. We know employees need to print a variety of documents in the course of doing their work; however, there is a need to eliminate waste and to encourage cost effective and prudent use of all print resources. In an effort to work smarter and reduce printing, we have developed new print guidelines for you; with the understanding it is each of our responsibility to manage print/output usage and its associated costs.


General Guidelines

1. Be aware of how much you print. Each black and white page you print averages \$.03 per page and each color page printed averages \$.08 per page.
2. Print in black and white whenever possible.
3. All output devices will be programmed to print duplex (two-side) by default. Employees will have the ability to override the default if necessary. Page counts are reported by department and reviewed quarterly.
4. Local printers will be eliminated unless ADA requirements or special software applications are required. These exceptions must be reviewed and approved by your Management Committee Member and Corporate Services. Please complete the Exception Request form located in the Forms Library. Once complete, please submit to xxxx@xxx.com.
5. Set your print defaults to low or draft resolution for all inter-company printing. High resolution should only be used if the document is being distributed outside of our company. Please refer to instructions in the Reference File.
6. Minimize the use of fax machines. Scan and email and receive via email where possible. Faxing is more expensive than printing. There is no cost to scan a document.
7. Proofread, spell check and "print Preview" documents on the computer before printing. Eliminate the number of drafts.
8. Only print emails if absolutely necessary.
9. Turn hard copy documents into electronic documents by scanning them. Not only do you save the cost of printing, but if you are mailing the documents, you can use your email instead of spending postage.
10. Reduce margins and font size on less important documents. Re-design documents to reduce length and save a page.
11. For those individuals who are required to print confidential information, please follow these steps to use Private Print for these print jobs only:

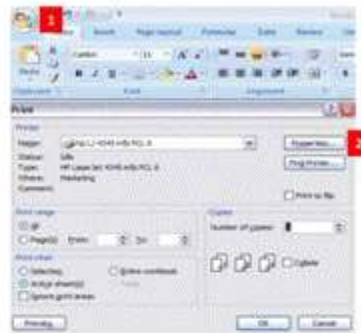
Toshiba MFDs (Multifunction Devices) ONLY:

- a. Click on File Print and Print Driver Window will Pop-up
- b. Click on Properties



- c. Click on "Print Job" drop down menu
 - d. Select "Private Print"
 - e. Click on 
 - f. Enter the Password in the Pop-up Box
 - g. Press "OK"
 - h. At the device, click on the "Print" button → Find print job in the "Private" tab & enter password
12. Printing from the Internet is discouraged. When you need information from the internet, save or print to a file. If you must print from the Internet, only print in black and white and use the following guidelines:
 - a. Do not print the background - If you are printing a webpage using internet explorer, select Tools->Internet Options, select the 'Advanced' tab and in the 'Printing' section remove the check box in the 'print background colors and images' option.
 - b. Just select the area you want to print - If you do not want the whole document and need only a few paragraphs or a few pages then select those paragraphs or pages and print them. To print selected paragraphs, select the paragraphs and then select File->Print and in the 'page range' section check the 'Selection' radio button.
 13. All output device requests must be processed and approved by Corporate Services. We will complete an analysis/workflow requirement and determine the most efficient device for your group. Please visit the Forms Library and complete the request form. Forms must be submitted to xxxx@xxx.com. Equipment requests will be evaluated to be consistent with business requirements, this policy, and Company X office printing standards.
 14. When designing PowerPoint presentations, use white backgrounds vs. dark. Dark backgrounds require significantly more ink.
 15. PowerPoint presentations are usually lengthy and require a large amount of network and printing resources to print. Whenever possible, print in "outline" mode or handout mode with multiple pages on one page. Use duplex printing as well. Or, decide which slides need a hard copy if any, or provide hard copies only if requested.
 16. Use a projector in meetings and provide the PowerPoint electronically through the V Drive (central repository) or email as a last resort.
 17. For documents in a landscape layout, use the Flip Up feature located:

- a. Click on File Print and Print Driver Window will Pop-up
- b. Click on Properties



- c. Select "Portrait"
- d. Press "OK"

18. Generally, we will establish an average employee to device ratio of 9 or 15 employees to a printer, understanding that some areas can exceed this number and some areas will not. However, the mean of the population will adhere to this target which is the established best practice in the industry.
19. Convert frequently distributed files into portable document files (PDFs) and e-mail them. (need instructions)
20. To reduce network traffic and storage requirements, zip all larger documents or groups of documents prior to emailing. (Need instructions)
21. Color should only be used for external presentations or communications. Exceptions would be normal to the group depending upon the work required, for example detailed AutoCAD plans depicting pipelines, etc.
22. For documents requiring a large number of copies (greater than 100 pages), contact the Print Services Group at headquarters. Printing large numbers of documents or large documents in the production facility costs less than printing within your department.
23. Labels will be placed on all printer/output devices for service and supplies. These supplies will now be purchased through our Managed Printer Services vendor. In some instances, your printer may not be covered under the Managed Print Service Program. Toner for these devices should be purchased with our multi-site agreement office supply vendor. This is currently Office Max. Please contact xxxx@xxx.com if you need to order toner not available through the Managed Print Services program.
24. Copier and printer toner scams continue to be an on-going problem at Company X and at companies throughout the U.S. A telemarketing scammer will often say he or she is a Company X employee, or ask if you received your toner order. If you receive one of these calls, please do not provide any information to the caller about our copiers or printers. Company X does not purchase toner or other supplies and equipment from telemarketers. Please contact Corporate Investigations at xxx-xxx-xxxx or xxx-xxx-xxxx if you receive one of these calls or have any questions.
25. Supplies website info.
<http://gsp.toshiba.com/>

-
- Describe your organizations process pertaining to a formalized quarterly business review with a public agency (such as; device utilization, fleet performance, cost saving opportunities, department/site usage, green spend, consumables monitoring report, etc.).
-

To ensure long-term cost reductions and innovation, TBS will schedule regular meetings at least quarterly, or more frequently if required. During these meetings, our team will communicate any significant changes in models, upgrades, improvements, and new software developments and enhancements. Additionally we will provide a Toshiba product roadmap to ensure you remain equipped with the most technologically advanced products and solutions at all times. We also will address product utilization and efficiency at each District location; service level metrics, quality issues, and financials.

VII. Service / Help Desk

-
- Describe in detail the process that shall be used to ensure adequate service representatives will be available. This should include fees and or hourly rates for service/help desk integration.
-

Please refer to our pricing sheet for cost for Service/Help Desk integration.

Based on the size and scope of this opportunity and the number of Participating states, Toshiba would engage our nationwide service network and assign either our direct branch or authorized service provider that is in closest proximity to the Agency office. Service technicians assigned to the contract will be fully trained and factory-certified to repair the products we are proposing. They work closely with their local support teams and Toshiba's Advanced Technical Group to ensure that we meet your service support needs.

In determining staffing levels and distribution of work, we look primarily to the number of assets that are to be supported at each of the customer's sites, balancing the number of technical support staff against customer requirements and assigning them accordingly. We consider these factors:

- Distance between the service technician's location and the site
- Time needed to perform maintenance on the assets that have been placed at each site
- Contractual response times and uptime
- Other SLAs included in the contract between Toshiba and the customer
- Types of areas serviced (urban versus rural/remote)
- Ratio of service staff to devices

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 organization is scalable to accommodate all of your business growth needs.

Additional support staff comprises local account management, program implementation, contract administration, IT, service delivery, IT billing and customer service to ensure that our products and services are delivered, serviced and reported timely across the state. They work closely with

account management to ensure consistency of product and service across all Agency locations. In essence, our entire organization is actively engaged.

Toshiba's help desk services (National Dispatch) are included in our pricing. However, if the customer wishes true software integration, onsite help desk or queue management, pricing would be different based on a Statement of Work (SOW) and project plan. Any integration beyond the scope for standard help desk services would be priced based on the SOW.

-
- Describe your organization's procedures for addressing and resolving customer problems and complaints; service, equipment, or billing. This should include timelines and escalation measures.
-

At any time, the customer may escalate a service or product issue, starting at the local service level and extending to the corporate level. Resolution of all service issues is facilitated by the Account Manager, Mike Straka and Account Specialist assigned to the Region 4 account. As required, complex technical problems are escalated to Toshiba's InTouch Center, a centralized staff of technical and network professionals who are empowered to take the necessary actions to correct the deficiency. These experts are available during normal business hours to help troubleshoot and resolve complex hardware and networking issues. In all cases, the Account Manager and Account Specialist will be kept apprised of the status to ensure the problem is resolved timely and to the customer's satisfaction.

We offer a multi-level escalation process to resolve all service issues quickly, efficiently, and to your complete satisfaction:

- 1 Account Manager/Local Service Provider receives a Request for technical assistance.
- 2 Account Manager/Local Service Provider will contact your location to define the issue.
- 3 A visit will be scheduled to analyze the equipment.
- 4 The issue will be researched using all available sources for possible resolution.
- 5 On-site troubleshooting and repair of machine will be performed. All affected parties will be informed of resolution.
- 6 If it is determined that your Toshiba MFD cannot be repaired or is not operating to specifications, Toshiba's Total Quality Commitment (TQC) Program is our industry leading guarantee that your equipment will perform to specifications during the term of the lease or it will be replaced. Each new Toshiba MFD and accessory is backed by the following:

Free Replacement (new Toshiba hardware) - If your new Toshiba MFD or accessory does not operate within Toshiba's product specifications during the term of this program, and if the hardware cannot be repaired to perform within product specifications, Toshiba will replace the MFD or accessory at no charge with a model of equal or better features and specifications. If replacement is made within one year of the hardware installation date, the replacement will be a new product and/or accessory. Toshiba will incur shipping and delivery costs.

Free Loaner - If your Toshiba Copier is out-of-service more than two (2) consecutive business days after notifying your Authorized Service Provider or requires off-site service, a loaner Copier will be provided by the Authorized Service Provider at no additional charge.

Toshiba uses not only formal channels of communication but also encourages our managers to develop close working relationships with our customers so they are comfortable calling or e-mailing whenever they have a question or encounter a problem. We also encourage our service providers and technicians to establish a rapport with administrators and users of our services, which includes impromptu, informal discussions.

- Provide the expected response time after initial service/help desk call to have a technician on site, if needed.

Toshiba will provide an average response time of four (4) hours for local areas (within a 50-mile radius of a metropolitan area or service provider location) and four (4) to eight (8) hours for rural or remote areas (outside of a 50-mile radius of a metropolitan area or service provider location) for Toshiba products as measured quarterly. Toshiba will provide an average response time of One Business Day for non-Toshiba products.

- List the type of reporting your organization can provide end-users on service/help desk calls.

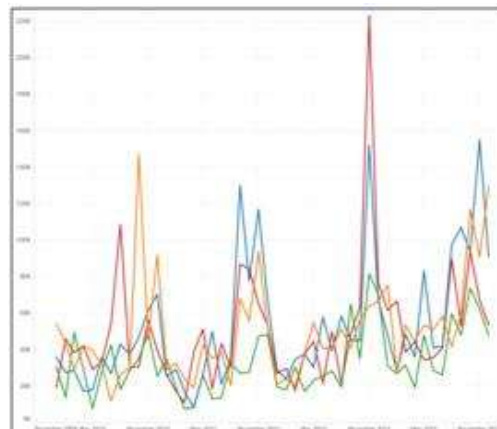
Toshiba utilizes Tableau, a powerful business intelligence software for data visualizations and Quarterly Business Reviews. All account data is combined to create reporting on service trends, volume trends, device utilization, optimization recommendations, billing history and fleet overviews (by dates, locations and departments). Customized Tableau Dashboards are created and allow for interactive client engagement during the reviews. Relevant data can be sorted and viewed by an almost infinite number of variables, capable of providing high overview reports while still drilling down to the asset level. These reports can be shared with the Agency on demand or during our business reviews. For information that the Agency requires that are not shown here, we can develop custom reports on an as required basis. Dashboard reports include:

Smart Dashboards

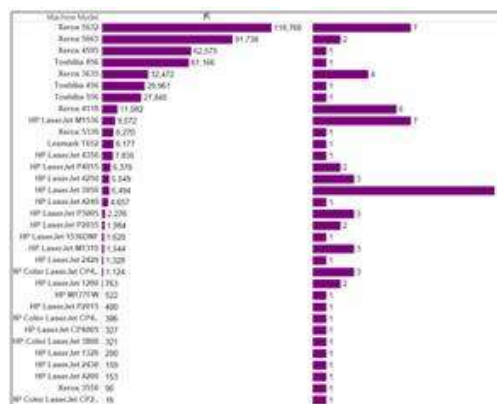
Combine multiple views of data to get richer insight. Best practices of data visualization are baked right in.



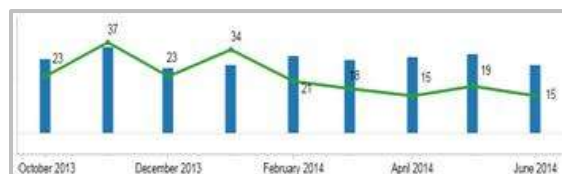
Volume Trends



Device Utilization



Service History



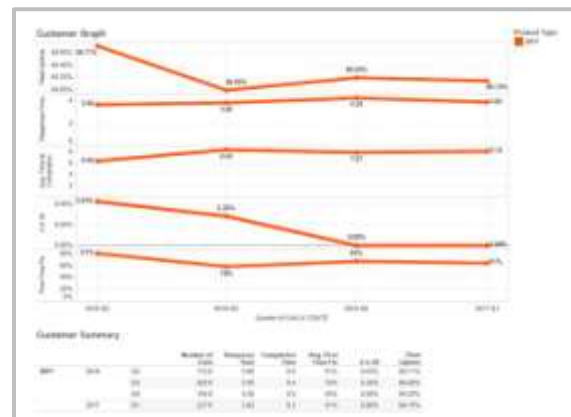
Service Calls by Location



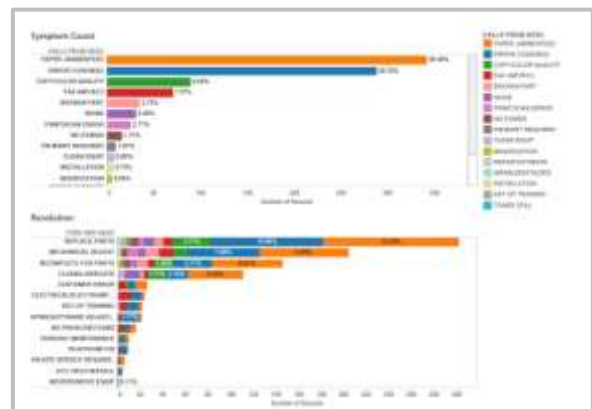
Call Map



SLA Summary



Symptom Count and Resolution



Calls by Month



- Does your organization provide well defined service level agreements to customers? If so, please provide an example of a service level agreement that you have provided to a public-sector entity.

Toshiba standardizes our Service Level Agreements (SLAs) for each customer to ensure consistent and high levels of service regarding of location. Toshiba envisions the following Service Level Agreements (SLAs) which would be incorporated into our contract with the customer. During initial account planning, Toshiba and the Agency can jointly develop SLAs for all aspects of device and service performance to match all of your business requirements.

Following are key Service Level Agreements (SLAs) that we typically offer our Managed Print Services customers.

Product Delivery:	Toshiba's delivery time for new Toshiba multifunction devices orders from time of receipt to time of install is approximately 15 to 30 days upon receipt of the order. Printer delivery time is approximately 5 to 10 days.
Supply Delivery:	Supply delivery for new and legacy products usually occurs within three business days.
Equipment Uptime:	Toshiba's proposed fleet will maintain an average uptime of 98% during any three (3) consecutive rolling calendar months provided the paper used in the machine is virgin fiber xerographic bond or recycled xerographic bond and the parts and consumable supplies used are genuine Toshiba parts and consumable supplies.
Call Acknowledgement Time:	Toshiba provides a call answer response time of less than one hour after receipt of a service call during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM local time.
Onsite Service Response Time:	Toshiba will provide an average response time of four hours for local areas (within a 50-mile radius of a metropolitan area or service provider location) and four (4) to eight (8) hours for rural or remote areas (outside of a 50-mile radius of a metropolitan area or service provider location) for Toshiba products as measured quarterly. Toshiba will provide an average response time of One Business Day for non-Toshiba

products.

Onsite Service Response time is calculated based on an average over three-month periods and excludes preventative maintenance calls. Printer response time is next business day.

Hours of Operation:

Toshiba maintenance is available from 8:00 a.m. to 5:00 p.m. local time, except weekends and holidays. After hour service may be available depending on local service provider policy.

-
- State any restocking or return fees.
-

A customer may return a Toshiba product for 100% credit, at the customer's option, if the customer determines in good faith that any of the following conditions are met:

1. Toshiba shipped the product in error;
2. The product is damaged before it is accepted by the customer;
3. The product packaging or crating is damaged before it is accepted by the customer;
4. The product does not materially perform to performance specifications provided by Toshiba or the manufacturer of the product (subject to Toshiba's Total Quality Commitment Program, attached);
5. The product does not meet industry quality standards related to performance specifications and data submissions required by the FDA or FDA approval of the product;
6. The product is outdated or expired when delivered to the customer;
7. The product is inoperable upon delivery; or
8. Toshiba gives prior written approval, which must not be unreasonably withheld.

Toshiba will not charge any restocking fee and will pay all return shipping costs under the following circumstances:

If the customer ordered the device error, they are responsible for return shipping costs and Toshiba would charge a 15% restocking fee.

-
- List the cost, if any, of any software technology that can be used in association with your service desk.
-

Please refer to our pricing sheet.

-
- Include the cost for an outright purchase, monthly lease, or per device monthly fees.
-

Toshiba's Managed Print solutions are scalable and the pricing model as well as components vary, given geographic dispersion, install base, product mix, print environment, etc. One Agency may have 25 plus units, and depending on the mix and other variables, it could be a good candidate to optimize the fleet by moving devices, decommissioning some and upgrading to optimize. Conversely, given the geographic properties and mix, it may make more sense financially to have

transactional (traditional lease replacement pricing for products as they term and if applicable, Toshiba would maintain your legacy printers which are good citizens.

- Provide your organizations customer service statistics or survey results concerning the quality of services provided.

Toshiba uses Customer Satisfaction Surveys as a measurable means of evaluating our performance in areas such as customer training, service and product satisfaction. Toshiba has developed two types of surveys: One gives a voice to your key stakeholders and is tailored to address the customer's management objectives. The other survey addresses the actual end-users. These surveys help us to identify key success factors; further, by scoring and benchmarking these surveys, problem areas, enhancement opportunities, and areas for improvement are identified. Of equal importance is service monitoring. All servicing entities, including staff technicians and partners are measured on customer satisfaction and incentivized to provide superior service.

The following are results from a Toshiba Partnership Review from collected Customer SAT (Satisfaction) Surveys.

Qty of Service Calls for this period	Site/Campus	Efficiency of the Service Dispatch Process	Technician making a satisfactory service appointment time	Service Response Time	Arrival of Field Service Engineer on time	Service Technician's Competence
1	UNITED ISD 8800 MCPHERSON LAREDO	9	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
2	PEP PROGRAM 5201 BOB BULLOCK LC	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
3	ACCOUNTS PAYABLE 201 LINDENWOOD	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
4	UNITED SOUTH HIGH SCHOOL 4001 AV	10 - Outstanding	7	7	7	9
5	MALAKOFF ELEMENTARY 2810 HAVAN	9	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
6	NYE ELEMENTARY 101 DEL MAR BOUL	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
7	BORCHERS ELEMENTARY 9551 BACKW	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
8	COL SANTOS BENAVIDES ELEMENTARY	9	9	9	9	10 - Outstanding
9	MALAKOFF ELEMENTARY 2810 HAVAN	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
10	NYE ELEMENTARY 101 DEL MAR BOUL	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
11	UNITED MIDDLE SCHOOL 700 DEL MAI	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
12	FINLEY ELEMENTARY 2001 LOWRY LAF	8	9	8	9	10 - Outstanding
13	FOOD SERVICE 5201 BOB BULLOCK LC	6	6	6	6	6
14	SALINAS ELEMENTARY 1000 W CENTUI	6	8	6	6	8
15	9TH GRADE 8800 MCPHERSON LAREDO	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
16	UNITED HIGH SCHOOL 8800 MCPHERS	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
17	FRANKLIN D ROOSEVELT ELEM 3301 SI	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
18	UNITED SOUTH HIGH SCHOOL 4001 AV	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
19	UNITED SOUTH MIDDLE SCH 3707 AVE	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Outstanding
20	NEWMAN ELEMENTARY 1300 ALTA VIS	9	9	9	10 - Outstanding	10 - Outstanding

Clear Communication by Engineer regarding progress during the Service Call	Repair time on-site	Problem was fixed on the first visit	Please rate your Overall Satisfaction with Toshiba's Customer Support Team using a scale of 1 to 10, where 1 is Very Dissatisfied and 10 is Very Satisfied
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	7	9	8
10 - Outstanding	10 - Outstanding	10 - Outstanding	9
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	9	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
9	9	8	6
10 - Outstanding	10 - Outstanding	10 - Outstanding	9
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	10 - Outstanding	10 - Very Satisfied
10 - Outstanding	10 - Outstanding	7	9

In an effort to tightly manage performance, our field service engineers and help desk staff are measured on quality, reliability and customer satisfaction. Toshiba establishes very clear expectations up front, including standards of quality, adherence to service levels, safety, security and compliance with Toshiba policies and procedures. In fact, all agreements with our service providers and partners contain performance thresholds and incentives, which are measured and tracked to drive superior service and delivery.

Our goal is to provide outstanding customer service and continuous improvements to your account. We know each Agency expects highly productive and reliable products, responsive local service from qualified personnel, smooth implementation, and aggressive pricing. As a team, we will collectively take the steps necessary to exceed the expectations of Region 4 and TCPN.

VIII. Consultant/Professional Services

- Hourly labor charge for each service offered

Please refer to our pricing sheet.

- Describe the service offered and the final output

Please refer to our pricing sheet.

IX. Maintenance (Break/Fix)

- List all options for types of break/fix service associated with installed printers, including but not limited to:

1. Parts and labor annual maintenance (supplies purchased separately).

Please refer to our pricing sheet.

2. Parts and labor monthly maintenance (supplies purchased separately).

Please refer to our pricing sheet.

3. Maintenance programs which allow for supplies to be charged on a per copy rate.

Please refer to our pricing sheet.

4. Include pricing program that includes parts/labor for maintenance and supplies per click

Please refer to our pricing sheet.

5. Indicate pricing program that includes parts/labor for maintenance, supplies and the lease price per click.

Please refer to our pricing sheet.

-
- Detail how you would formulate a charge per copy for toner.
-

Cost per copy for Toner Only is calculated using three (3) main components:

- 1- The toner Cartridge price,
- 2- The MFG stated yield based on the stated Coverage % for the cartridge, and
- 3- The average actual coverage % of the device and/or end users using the device.

For example:

If a cartridge is \$100 and MFG states a yield of 10,000 at 5% coverage- Then the cost-per-page for toner, at its simplest calculation, would be \$.01 per page assuming the device or users are only using 5% coverage on their documents. However, if the device or user coverage is higher, the yield of the cartridge will drop, thereby making the cost per page increase. Using the same example above but increasing the device or user coverage to 10% fill, this would half the projected yield of the toner cartridge, which would thereby double the cost per page to \$.02.

We use the actual coverage tracked by the device or fleet management software to calculate our pricing based on customer user and device actual coverage data to provide the most accurate pricing models. In the case of color devices with multiple cartridges, we use this same methodology for each toner cartridge.

This similar methodology can be used for any other consumable items or parts required by the device. Each consumable component will have a price, expected yield and the actual yield based on usage patterns.

Toshiba uses a variety of tools to closely track these variables and usage patterns to not only assist in providing aggressive pricing models, but we can provide tracking, and recommendations for improving employee behavior to drive down unnecessary waste, coverage, and printing to further reduce overall costs.

-
- Detail how your organization is able to provide remote monitoring of all print devices for use in the management of consumable, break/fix, technical support and the improvements of efficiencies for supplies and/or cost reductions.
-

Ongoing management of the fleet is essential to meeting the County's objectives. Toshiba has several processes and tools for maximizing device availability including device and fleet monitoring, service dispatch, and reporting of usage metrics and service statistics.

An integral component of efficient management of your printing and report creation is Toshiba's web portal Global Services Portal (GSP), a multi-level online resource that offers your users full access to a user-friendly, self-service website fully protected by a roles-based secure access system. Data is collected using one or more of the aforementioned tools and is posted to GSP. This gives you instant visibility into information on all of your assets and the flexibility to generate both standard and ad hoc reports. Relevant data is organized in three report types - Company-Wide, Per Site or Per Model—and include information regarding Population, Usage, Service History and TCO, providing customers with a single source of easily accessible data. GSP allows you view and monitor the following information about your fleet.

Toshiba's client based e-BRIDGE Fleet Management System (eFMS) gives administrators the power of centralized monitoring while users benefit from improved availability of devices. Key operators receive automatic first-tier alerting, while second-tier alerting is available to Toshiba service. Anybody with administrative access to the utility can clone settings and view meter reads. Using eFMS, administrators can assign costs to specific departments, as well as review device usage and consumables status.

As a value added service, we will utilize our exclusive e-BRIDGE CloudConnect, an innovative cloud-based application that allows our technical staff to remotely update firmware, push down service codes and find error history within products to help with diagnostics and proactive maintenance of your fleet. Since introduction, this tool has significantly improved our customers' working environment by increasing uptime, reducing workload and optimizing device management.

-
- List how you will configure pricing for future printer models by other manufacturers.
-

The pricing methodology for any new or future device would use the same calculations and technology as described above so long as the information is available. By managing historical usage patterns and employee printing behavior, Toshiba can help recommend the best product or mix of products to fit the environment by functionality and as well as cost efficiency based on new product component pricing and consumable costs. There is often significant savings potential by right sizing or optimizing the devices in the environment based on the needs and usage patterns of the affected employees.

-
- If meter collection is performed by vendor on-site, list the monthly or hourly rate.
-

Toshiba will perform meter collection for all network-connected devices at no cost.

-
- If meter collection is performed through software, list monthly charge or purchase price, if any, per asset.
-

Please refer to our pricing sheet.

X. Other Management Print Services

-
- For additional products or services that fall within the scope of this contract, vendor may include a separate description of the product or service, along with the proposed pricing.
-

Please refer to our pricing sheet.

-
- Include software or licensing costs or components of any services provided.
-

Please refer to our pricing sheet.

TAB 5: Appendix F References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

[Redacted content]

TAB 6: Appendix C Pricing

See Attached Pricing worksheets.

Please note, Toshiba is offering pricing based on a discount from MSRP for our products (MFD line) and has provided fixed price for all other line items of Managed Print Services.

Both are Indefinite Quantity.

Percentage discounts will apply based on breadth of MPS service and volumes on a case by case basis.

Appendix G:

VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Your marketing plan and salesforce training plan as detailed in Appendix F will also be taken into account when evaluating your company's value add score.

Any additional products or services offered in this section will only be considered by Region 4 ESC if auditable pricing is offered for them in Appendix C. Any products or services for which pricing is not offered will not be considered a part of any contract awarded as a result of this RFP.

All products or services offered in this section are subject to the same requirements as products offered in Appendix B. Respondents must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and Region 4 ESC reserves the right to reject any value add products or services which it deems to be unrelated to the scope of this RFP.

Please refer to our pricing sheet for additional value-added products and services.

TAB 8: Required Documents

Doc #1 through #12

DOC #1

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations 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 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Toshiba America Business Solutions, Inc. (TABS)

Title of Authorized Representative: Vice President, Enterprise Administration

Mailing Address: 9740 Irvine Boulevard., Irvine, California 92618

Signature: _____


Walter Holloman

DOC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Toshiba America Business Solutions, Inc. (TABS)

Title of Authorized Representative: Vice President, Enterprise Administration

Mailing Address: 9740 Irvine Boulevard., Irvine, California 92618

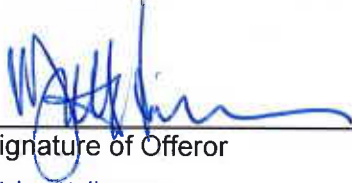
Signature: 
Walter Holloman

LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Offeror

Walter Holloman

Vice President, Enterprise Administration

July 17, 2017

Date

CONTRACTOR CERTIFICATION REQUIREMENTS**Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Offeror

Walter Holloman

Vice President, Enterprise Administration

July 17, 2017

Date

DOC #5

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

Vendor Toshiba America Business Solutions, Inc. (TABS)

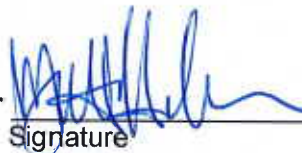
Address 9740 Irvine Boulevard

Irvine, California 92618

Phone 949-462-6000

Fax 949-462-2557

Offeror


Signature

Walter Holloman

Printed Name

Vice President, Enterprise Administration

Position with Company

Authorizing Official

Signature

Printed Name

Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to **REGION 4 EDUCATION SERVICE CENTER** along with you proposal.

The following certifications and provisions are required and apply when **REGION 4 EDUCATION SERVICE CENTER** expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the **Agency** and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when **REGION 4 EDUCATION SERVICE CENTER** expends federal funds, **REGION 4 EDUCATION SERVICE CENTER** reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

(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 **REGION 4 EDUCATION SERVICE CENTER** expends federal funds, **REGION 4 EDUCATION SERVICE CENTER** 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. **REGION 4 EDUCATION SERVICE CENTER** also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if **REGION 4 EDUCATION SERVICE CENTER** believes, in its sole discretion that it is in the best interest of **REGION 4 EDUCATION SERVICE CENTER** to do so. Vendor will be compensated for work performed and accepted and goods accepted by **REGION 4 EDUCATION SERVICE CENTER** as of the termination date if the contract is terminated for convenience of **REGION 4 EDUCATION SERVICE CENTER**. Any award under this procurement process is not exclusive and **REGION 4 EDUCATION SERVICE CENTER** reserves the right to purchase goods and services from other vendors when it is in **REGION 4 EDUCATION SERVICE CENTER's** best interest.

Does Vendor agree? YES with a 30 day cure period; standard cancellation terms and fees would apply. Initials of Authorized Representative of Vendor

(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 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."

Pursuant to Federal Rule (C) above, when **REGION 4 EDUCATION SERVICE CENTER** expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES Initials of Authorized Representative of Vendor

(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 REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(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 REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor 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 REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(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 REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(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).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER 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.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER 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.

(1) No Federal appropriated funds have been paid or will be paid for 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.

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor 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 Vendor agree? YES _____ Initials of Authorized Representative of Vendor


CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER 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).

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does Vendor agree? ~~YES~~ N/A  Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: Toshiba America Business Solutions, Inc. (TABS)

Address, City, State, and Zip Code: 9740 Irvine Boulevard, Irvine, California 92618

Phone Number: 949-462-6000

Fax Number: 949-462-2557

Printed Name and Title of Authorized Representative: Walter Holloman, Vice President, Enterprise Administration

Email Address: walter.holloman@tabs.toshiba.com

Signature of Authorized Representative: 

Date: July 14, 2017

OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Toshiba America Business Solutions, Inc. (TABS)

Street: 9740 Irvine Boulevard

City, State, Zip Code: Irvine, California 92618

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Walter Holloman, an authorized representative of Toshiba America Business Solutions, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Toshiba Tec Corporation (TTEC)	Gate City Ohsaki West Tower 1-11-1, Osaki, Shinagawa-ku Tokyo 141-8562, Japan	50.06%
Toshiba America, Inc. (TAI)	1251 Avenue of the Americas Ste 4110, New York, NY 10020	49.94%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 17, 2017
Date


Authorized Signature and Title
Walter Holloman
Vice President, Enterprise Administration

NON-COLLUSION AFFIDAVIT

Company Name: Toshiba America Business Solutions, Inc. (TABS)

Street: 9740 Irvine Boulevard

City, State, Zip Code: Irvine, California 92618

State of New Jersey

County of _____

I, Walter Holloman of the City of Irvine
Name City

in the County of Orange, State of California
of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President, Enterprise Administration of the firm of Toshiba America Business Solutions, Inc.
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Toshiba America Business Solutions, Inc.
Company Name


Authorized Signature & Title
Walter Holloman
Vice President, Enterprise Administration

Subscribed and sworn before me

this _____ day of _____, 20____

Please see attached Notarial Certificate

Notary Public of _____
My commission expires _____, 20____

SEAL

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.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)

☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this

17th day of July, 2017, by
Date Month Year

(1) Walter Holloman
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature 
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove
valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.*

Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Affidavit Form

Document Date: July 17, 2017 Number of Pages: 1

Signer(s) Other Than Named Above: N/A



DOC #10

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Toshiba America Business Solutions, Inc. (TABS)

Street: 9740 Irvine Boulevard

City, State, Zip Code: Irvine, California 92618

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are 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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

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 upon receipt from the _____

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.

July 17, 2017

Date



Authorized Signature and Title

Walter Holloman

Vice President, Enterprise Administration

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 its 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).

A handwritten signature in blue ink, consisting of stylized, overlapping loops and a long horizontal stroke at the end, positioned above a horizontal line.

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 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

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 www.nj.gov/dca/lgs/p2p. 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) 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."

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:	9740 Irvine Boulevard		
City:	Irvine	State:	CA
		Zip:	92618

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.



Signature

Walter Holloman

Printed Name

VP, Enterprise Administration

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)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

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**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 Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

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 (TTEC)	Name: Toshiba America, Inc. (TAI)
Home Address: Gate City Ohsaki West Tower 1-11-1, Osaki, Shinagawa-ku Tokyo 141-8562, Japan	Home Address: 1251 Avenue of the Americas Ste 4110, New York, NY 10020
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of
_____, 2__.

(Notary Public)

My Commission expires: _____

Please see attached Notarial Certificate



(Affiant)

WALTER HOLLAMAN, VICE PRESIDENT
ENTERPRISE ADMINISTRATION
(Print name & title of affiant)

(Corporate Seal)



CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this

17th day of July, 20 17, by
Date Month Year

(1) Walter Holloman
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature 
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Stockholder Disclosure Certification

Document Date: July 17, 2017 Number of Pages: 1

Signer(s) Other Than Named Above: N/A





Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Edward Pidermann, Town Manager

Subject: Rebuild Florida Community Development Block Grant-Mitigation (CDBG-MIT) Critical Facility Hardening Program (CFHP)

Date: June 16, 2020

Recommendation

It is recommended that the Town Council authorize the Town Manager to apply for the Rebuild Florida Community Development Block Grant-Mitigation (CDBG-MIT) Critical Facility Hardening Program (CFHP) to provide funding for the Roberto Alonso Community Center Critical Facility Energy Resiliency Project in an amount not to exceed \$525,000, and if funded, to authorize the Town Manager to accept grant funds, execute the grant agreement, take all necessary steps to implement the terms and conditions of the agreement, expend budgeted funds in connection with this Program, and to submit requests for reimbursements in connection with this Program.

Background

The U.S. Department of Housing and Urban Development (HUD) announced that the state of Florida would receive over \$633 million in funding to support long-term mitigation efforts (following Hurricanes Hermine, Matthew and Irma) through HUD's newly created Community Development Block Grant-Mitigation (CDBG-MIT) Program. This funding is designed to address mitigation needs to ensure that the state of Florida is more resilient to future natural disasters. A total of \$75 million was allocated for the Rebuild Florida Critical Facility Hardening Program (CFHP). The Florida Department of Economic Opportunity (DEO) is the lead agency and responsible entity for administering the CDBG-MIT funds allocated to the state. Applicant matching funds are not required for this Program.

According to guidelines, at least 50% of these funds must be spent in HUD-designated Most Impacted and Distressed (MID) areas. The HUD-designated MID areas include Brevard, Broward, Clay, Collier, Duval, Hillsborough, Lee, Miami-Dade, Monroe, Orange, Osceola, Palm Beach, Polk, St. Lucie, and Volusia counties. The remaining funding can be spent in state designated Most Impacted and Distressed (MID) areas. Additionally, at least 50% of the funding must benefit low-to-moderate income (LMI) communities. The CDBG-Mitigation Most Impacted and Distressed (MID) Communities Map is enclosed as Exhibit A.

For purposes of the CFHP, critical facilities are defined as the buildings/structures that serve a public safety purpose for local communities, including emergency shelters and emergency operation centers. Critical facilities are essential for the functioning of a community and typically house operations that, if interrupted, will cause a negative impact on at least one of the seven community lifelines identified below:

- 1) Safety and Security
- 2) Food, Water, Shelter
- 3) Health and Medical
- 4) Energy (Power & Fuel)
- 5) Communications
- 6) Transportation
- 7) Hazardous Materials

The CFHP allocation is focused on addressing LMI communities and urgent needs. One of the eligible activities under the Program is energy resiliency projects that help ensure the most critical facilities in Florida communities have access to power throughout and following an emergency when local sources of power are down. Currently, the Roberto Alonso Community Center, located at 16500 NW 87th Avenue, in Miami Lakes, serves as a critical facility within a designated LMI Block Group, benefiting low-and-moderate income (LMI) persons. In addition, this critical facility meets the CDBG National Objective, “Urgent Need”, by activating an emergency operations center before, during and after storms.

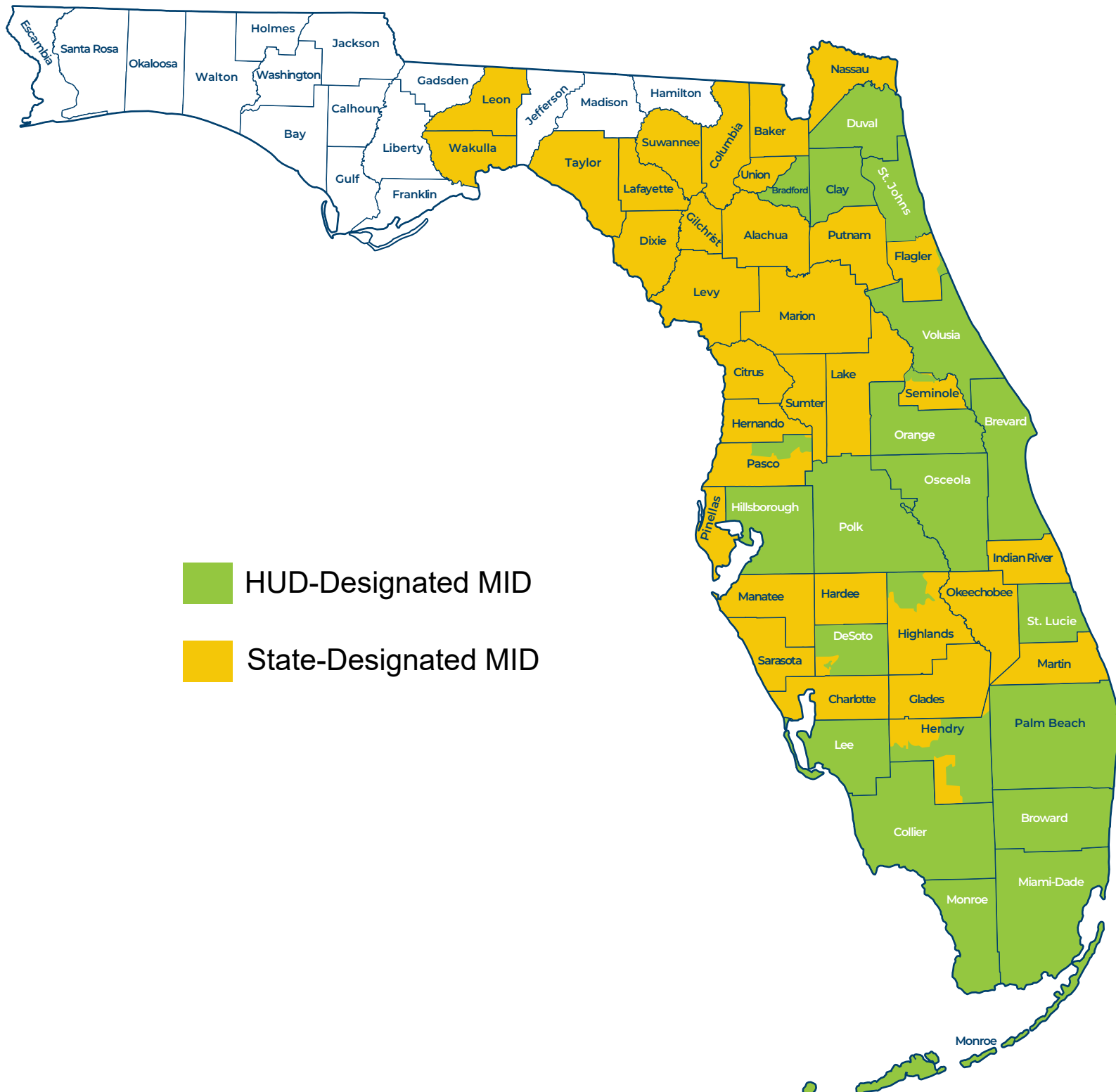
The Roberto Alonso Community Center Critical Facility Energy Resiliency Project will include the design, permitting, purchase, and construction of a new generator to replace the existing back-up power source to avoid disruption of emergency operations and mitigate threats and emergency-related challenges at this facility.

Benefits

If awarded, the Rebuild Florida Community Development Block Grant-Mitigation (CDBG-MIT) Critical Facility Hardening Program (CFHP) will provide the necessary funding for the Roberto Alonso Community Center Critical Facility Energy Resiliency Project to ensure this facility has reliable, maximum, and continuous emergency energy supply in the event of a power failure due to storms or natural disasters in Florida communities.

CDBG-Mitigation

Most Impacted and Distressed (MID) Communities



RESOLUTION NO. 20- _

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT THE UNITED STATES, HOUSING AND URBAN DEVELOPMENT DEPARTMENT, REBUILD FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION CRITICAL FACILITY HARDENING PROGRAM; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE REBUILD FLORIDA CDBG-MIT CRITICAL FACILITY HARDENING PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, the United States Department of Housing and Urban Development (“HUD”) announced that the State of Florida would receive six hundred thirty-three million dollars in funding to support long-term mitigation efforts through Community Development Block Grant-Mitigation (“CDBG-MIT”) programs, of which seventy-five million dollars were allocation for the Rebuild Florida Critical Facility Hardening Program (“CFHP”); and

WHEREAS, based on a review of the CDBG-MIT, CFHP criteria, the Town has identified the Roberto Alonso Community Center as a critical facility that benefits low- and moderate-income persons that would qualify for CFHP monies (“CFHP Project”); and

WHEREAS, the CFHP Project will allow the Town to engage in the design, permitting, and construction of a new generator to replace the existing back-up power source to avoid disruption of emergency operations, mitigate threats and emergency-related challenges; and

WHEREAS, the Town Manager desires and recommends application for grant funding in an amount not to exceed Five Hundred and Twenty-Five Thousand Dollars, and if awarded expend budgeted funds for the implementation of the CFHP Project; and

WHEREAS, the Council approves the application for the CFHP Project, and if awarded the application of budgeted funds for the CFHP Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

Section1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section2. Apply for and Accept Grant. The Town Council hereby authorizes the Town Manager to apply for the United States Department of Housing and Urban Development, Rebuild Florida Community Development Block Grant-Mitigation, Critical Facility Hardening Program, and if awarded, execute such grant agreements and other contracts and documents as necessary, and take such other acts as may be necessary to bind the Town and accomplish the intent of this Resolution.

Section 3. Authorization of Town Officials. The Town Manager and/ or his designee and the Town Attorney and/or his designee are authorized to take all steps necessary to implement the terms and conditions of the United States Department of Housing and Urban Development, Rebuild Florida Community Development Block Grant-Mitigation, Critical Facility Hardening Program (the "Program"). To execute any agreement, amendment, ancillary document necessary or required to implement the Program. The Town Clerk is hereby directed to send copies of this Resolution to any person or agency as directed by the Council of the Town of Miami Lakes.

Section 4. Execution of the Agreement. Should the Program be awarded to the Town, the Town Manager is hereby authorized to execute any and all agreements, amendments, and ancillary documents necessary or required for acceptance of grant funds.

Section 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds in an amount not to exceed **\$525,000.00** for completion of the Project.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Passed and adopted this _____ day of _____ 2020

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

MANNY CID
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Edward Pidermann, Town Manager

Subject: Award of a Work Order for Professional Engineering Services for NW 151st Street and NW 153rd Street

Date: June 16, 2020

Recommendations:

It is recommended that the Town Council authorize the Town Manager to execute a work order with Marlin Engineering, Inc. ("Marlin") for professional engineering services, in an amount not to exceed \$83,744.24. Funds for this work order are budgeted from the Capital Improvement Fund in Fiscal Year 2019-20.

Background:

During the September 2017, Council Meeting, the Town Council approved and awarded Contract RFQ2017-32(M) to Marlin Engineering for Miscellaneous Civil Engineering Services.

In 2018, the Florida Department of Transportation (FDOT) notified the Town that the NW 59th Avenue Extension Project was selected to receive funding under the County Incentive Grant Program (CIGP). This project involves the construction of a new bridge and roadway connection which will extend NW 59th Avenue south to connect to NW 151st Street. The project also involves the improvements along NW 151st Street and NW 153rd Street to incorporate components of complete streets.

The NW 151 and 153 Street Improvements include the reduction of roadway travel lanes to 12 feet in each direction, shared lane markings, or "sharrows," to indicate a shared lane environment for bicycles and automobiles, new sidewalks and crosswalk improvements, and milling and asphalt resurfacing throughout the corridor. Improvements on this corridor are intended to connect with the pedestrian and bicycle facilities on Miami Lakeway North (current Safe Routes to School Project), and Miami Lakes Drive.

Pursuant to RFQ2017-32(M), on January the Town engaged Marlin to prepare a conceptual design for complete street project, to include shared bicycle and automotive lanes, NW 151 and 153 Street

In 2019, the Town Council approved Resolution No. 19-1638 awarding a contract to Stantec Consulting Services (“Stantec”) for design services for the NW 59th Avenue Extension Project to connect to NW 151st Street. Stantec design services did not include the complete streets improvements on NW 151st Street and NW 153rd Street.

Based on Marlin’s familiarity with the NW 151, 153 project, Town Staff recommends approval of the work order to Marlin for professional engineering services for the complete streets improvements along NW 151st Street and NW 153rd Street. The proposed improvements consists of the reduction of roadway travel lanes to 12 feet in each direction, shared lane markings, or “sharrows,” to indicate a shared lane environment for bicycles and automobiles, new sidewalks and crosswalk improvements, and milling and asphalt resurfacing throughout the corridor. Improvements on this corridor are intended to connect with the pedestrian and bicycle facilities on Miami Lakeway North (current Safe Routes to School Project), new NW 59th Ave Extension Project, and Miami Lakes Drive.

Attachments:

Consultant Work Order Proposal
Resolution

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING A WORK ORDER PURSUANT TO CONTRACT 2017-32(M) FOR MISCELLANEOUS ENGINEERING SERVICES, WITH MARLIN ENGINEERING, IN AN AMOUNT NOT TO EXCEED EIGHTY THREE THOUSAND SEVEN HUNDRED FORTY-FOUR THOUSAND AND 24/100 TO COMPLETE STREET IMPROVEMENTS ALONG NW 151 and NW 153 STREET; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the September 2017 Town of Miami Lakes (the “Town”) Council meeting, the Town awarded Contract 2017-32(M) to Marlin Engineering for Miscellaneous Civil Engineering Services; and

WHEREAS, on June 13, 2018, the Town executed a work order to Marlin Engineering for the conceptual design and study for a complete street, shared bicycle, pedestrian and automotive street design for N.W. 151 and 153 Street; and

WHEREAS, in 2018, FDOT notified the existing 59th Avenue Extension Project had been selected to receive funding under Miami-Dade County Incentive Grant Program (“CIGP”) which included improvements on NW 151 and NW 153; and

WHEREAS, the Town Manager is desirous to initiate work on NW 151 and 153 Street improvements, which will include reduction of travel lanes, shared lane markings, new sidewalks, crosswalks improvements to connect with pedestrian and bicycle facilities on Miami Lakeway North and Miami Lakes Drive; and

WHEREAS, based on Marlin Engineering's knowledge of NW 151, 153 Street project and their existing Miscellaneous Engineering Contract the Town Manager desires to execute and agreement for professional engineering services for NW 151 and 153 Street projects in amounts not to exceed Eighty Three Thousand Seven Hundred Forty-Four Dollars and 24/100 (\$84, 744.24).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of the Contract Amendments.** The Council approves the Work Order with Marlin Engineering, pursuant to RFQ 2017-32(M), in an amount not to exceed Eighty Three Thousand Seven Hundred Forty-Four Dollars and 24/100 (\$83, 744.24), for the complete streets improvements along NW 151 and 153 Streets.

Section 3. **Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney and/or his designee are authorized to take all steps necessary to implement the work order with Marlin Engineering for the complete street improvements along NW 151 and 153 Streets.

Section 4. **Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds in an amount not to exceed Eighty-Three Thousand Seven Hundred Forty-Four Dollars and 24/100 (\$83, 744.24), for the complete streets improvements along NW 151 and 153 Streets.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Passed and adopted this _____ day of _____, 2020.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez, and Mestre, PLLC
TOWN ATTORNEY



TOWN OF MIAMI LAKES MEMORANDUM

To: Honorable Mayor and Town Councilmembers

From: Edward Pidermann, Town Manager

Subject: Request to Miami-Dade County for Allocation of COVID-19 Funds

Date: June 16, 2020

Recommendation

It is recommended that the Town Council adopt the attached resolution calling on Miami-Dade County Mayor Carlos A. Gimenez and the Board of County Commissioners to allocate CARES funds to the Town in order to mitigate economic impact felt by COVID-19

Background

On March 27, 2020, the United States Congress passed legislation providing the local governments with populations greater than 500,000 with federal dollars to mitigate the economic impact felt by the COVID-19 health care pandemic. Miami-Dade County was among the 12 government units in Florida that received funds. Specifically, Miami-Dade County received approximately half a billion dollars in relief. The Town and other municipalities, together with the Miami-Dade County League of Cities, are requesting that funds be allocated to assist local governments with the COVID-19 economic impact. Municipalities throughout Miami Dade County have passed or are planning to pass Resolutions urging Miami Dade County to distribute a prorata share (based on population) of CARES Act funds to municipal governments in Miami Dade.

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, URGING MIAMI-DADE COUNTY MAYOR CARLOS A. GIMENEZ AND THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA TO TRANSFER CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT “CARES” ACT DIRECT FEDERAL FUNDS RECEIVED BY MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES AND TO OTHER UNITS OF LOCAL GOVERNMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; AND PROVIDING FOR AN EFFECTIVE DATE (PIDERMANN)

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed into law on March 27, 2020, and appropriated one hundred fifty billion dollars of direct federal funding for State and Local Governments to address unforeseen financial needs and risks created by the novel Coronavirus (“COVID-19”) pandemic public health emergency; and

WHEREAS, States and units of local governments with more than 500,000 residents received direct federal funding through the CARES Act; and

WHEREAS, twelve localities in the State of Florida received direct federal funds, all of which were Counties; and

WHEREAS, the CARES Act appropriated nearly half a billion dollars to Miami-Dade County, making this the highest amount in direct federal funding to any eligible local government in the State of Florida; and

WHEREAS, the Town of Miami Lakes (the “Town”) has experienced unforeseen financial needs and risks created by the COVID-19 pandemic public health emergency; and

WHEREAS, in conversations with the Miami-Dade County League of Cities, the County committed to transferring CARES Act funds to units of local governments with the County, including the Town; and

WHEREAS, given the persistent State of Emergency, the Town urges Miami-Dade County to provide the Town and other local government units with the necessary aid in order to mitigate the COVID-19 impact to the life, health and welfare of its residents

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Request for Town allocation of CARES monies.** The Town Council hereby requests and urge Miami-Dade Mayor Carlos A. Gimenez and the Board of County Commissioners to allocate CARES Monies to the Town and other local government units in order to mitigate the economic impact of COVID-19.

Section 3. **Instructions to Town Clerk.** The Town Clerk or their designee are authorized and instructed to send a copy of this resolution to all necessary official.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2020.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Josh Dieguez	_____
Councilmember Luis Collazo	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina M. Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY



TOWN OF MIAMI LAKES MEMORANDUM

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Approval of Agreement with Miami-Dade County Property Appraisers Office

Date: June 16, 2020

Recommendation

It is recommended that the Town Council authorize the Town Manager to execute and agreement with Miami-Dade County Property Appraisers office to execute and Agreement for Access to Certain Information Maintained by the Miami-Dade County Property Appraiser.

Background

During the 2019, Florida Legislative Session, Florida's Governor DeSantis passed into law amendments to Florida Statutes Chapter 119, titled "Public Records" which further restricted and removed public access to information maintained by the Property Appraiser. Access to this information has a direct impact on the Town's operation. Specifically, the process and collection of non-ad valorem tax. In order to ensure the protection and careful handling of statutorily protected information, the Property Appraiser has requested for the Town to execute and agreement to allow the Town access to exempt public records.

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT WITH THE PROPERTY APPRAISER FOR ACCESS TO EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AUTHORITY TO EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE (PIDERMANN)

WHEREAS, during the 2019 Florida Legislative Session, the Governor signed into law amendments to Florida Statutes Chapter 119, titled “Public Records”, which exempted and removed from public view the information of certain exempt individuals; and

WHEREAS, the information that has been removed from public view has impacted several of the Town’s departments, including the preparation of non-ad valorem tax roll; and

WHEREAS, in order to ensure the safety and legal compliance with Public Records Law, the Miami-Dade County Property Appraiser has asked that the Town execute the enclosed agreement attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of Agreement with Miami-Dade County Property Appraisers Office.** The Town Council hereby approves the resolution, and agreement with Miami-Dade County Property Appraisal.

Section 3. **Authority of Town Manager.** The Town Council hereby authorizes the Town Manager to execute the agreement for Access to Certain Exempt Information Maintained by the Miami-Dade County Property Appraiser in Substantially the same form as attached hereto as Exhibit “A”.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2020.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Joshua Dieguez	_____
Councilmember Luis Collazo	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY



MIAMI-DADE COUNTY
PROPERTY APPRAISER
ADMINISTRATION DIVISION

PEDRO J. GARCIA
PROPERTY APPRAISER

May 13, 2020

Mr. Edward Pidermann, Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

Dear Mr. Pidermann:

Florida's public records law (Chapter 119, F.S.) requires the Property Appraiser's Office to maintain as exempt certain personal information of qualifying individuals from its records. Due to recent changes to Florida's public records law, which went into effect on July 1st, 2019, the Property Appraiser's Office must now maintain as exempt certain additional information, including "the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address."

Pursuant to Florida law, the Property Appraiser's Office may share exempt information with other governmental entities as required for their legitimate governmental operations. It then becomes the responsibility of any such entities to protect from disclosure the exempt information as required by the public records law.

Presently, your municipality utilizes the uniform method of collecting non-ad valorem assessments. In order to prepare the non-ad valorem assessment roll, your municipality will require certain information regarding the properties subject to the assessment, including information exempt from disclosure. In order for our office to provide you with this exempt information for the purpose of preparing your municipality's non-ad valorem assessment roll, and placing the assessment on the TRIM Notice, your municipality must execute the attached agreement, providing for the protection of the exempt information described above. To ensure the timely receipt of the information required to prepare your municipality's non-ad valorem assessment roll for 2020, please return the signed agreement as soon as possible.

Additionally, once your municipality has executed the attached agreement, please have your municipality's Information Technology (IT) staff contact Jose Nodarse, Property Appraiser, Chief of Information Services, at 305-375-1027 as soon as possible, to discuss the process of providing your municipality with the exempt information.

If you have any questions, please contact me at 305-375-4004.

Sincerely,

A handwritten signature in blue ink, reading "Lazaro Solis".

Lazaro Solis, Deputy Property Appraiser

Attachment

cc: Kay Grant, Controller

**AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED
BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER**

THIS AGREEMENT TO ACCESS CERTAIN EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER (AGREEMENT), made and entered into this ____ day of _____, 20____, by and between the _____, **FLORIDA**, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the “**Municipality**”) and the **MIAMI-DADE COUNTY PROPERTY APPRAISER**, (hereinafter referred as the “**Property Appraiser**”).

WITNESSETH

WHEREAS, the Municipality has requested access to certain records maintained by the Property Appraiser relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes (“**Exempt Information**”).

WHEREAS, under section 119.071 of the Florida Statutes, “home addresses” includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.

WHEREAS, the Municipality shall only request Exempt Information when there is a statutory or official need for the Exempt Information.

WHEREAS, the Municipality shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement in accordance with Florida law,

WHEREAS, the Municipality’s governing body has approved this agreement via Resolution _____ and authorized the below signatory to execute this agreement on behalf of the Municipality,

NOW, THEREFORE, in consideration of the covenants herein provided, the Municipality and the Property Appraiser agree as follows:

1. The foregoing recitals are incorporated herein.
2. Before the Municipality requests any Exempt Information from the Property Appraiser, the Municipality shall establish sufficient safeguards to ensure that Exempt Information will not be disclosed, whether intentionally or inadvertently, by the Municipality or any of its agents or employees, except as authorized by Florida law.
3. The Municipality shall only use Exempt Information to fulfill the official administration, duties, and responsibilities of government and such Exempt Information may not be disclosed or shared for any other purpose other than as prescribed by Florida law.
4. When in receipt of Exempt Information from the Property Appraiser, the Municipality acknowledges that its employees, successors, and authorized agents are subject to the same

requirements exempting such records from public disclosure and the same penalties for violation of those requirements as the Property Appraiser. The Municipality accepts full responsibility for the actions of its employees, successors, and authorized agents with regards to the Exempt Information.

5. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, if applicable, the Municipality does hereby agree to indemnify and hold the Property Appraiser, its officials, employees, and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Exempt Information, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the Municipality's failure to maintain the Exempt Information in accordance with Florida law.
6. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the Municipality and the Property Appraiser and shall remain in full force and effect and be binding on the Municipality, and any permitted successors or assigns.
7. In the event that the Municipality requests any third party to assume any of its responsibilities as it relates to the Exempt Information or this Agreement, the Municipality must require the third party to agree in writing that it is subject to, and must comply with, all terms of this Agreement and that it must protect the Exempt Information from disclosure. Such agreement by the third party must be signed before the Municipality allows the third party to access any Exempt Information. The Municipality acknowledges that such assumption by a third party shall not relieve the Municipality from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the Property Appraiser to any liability for any damage, injury, or claim that may arise. A failure of the Municipality to comply with this section shall be a breach of this Agreement and therefore a termination of the Agreement without the notice requirement in section 9.
8. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the Property Appraiser's sovereign rights.
9. Either party to this Agreement may terminate the Agreement with seven (7) days' written notice to the other party. Upon termination of the Agreement, the Municipality shall destroy all Exempt Information within ten (10) days. The Municipality's obligation to protect the Exempt Information from disclosure shall remain in full force and effect following the termination of the Agreement.
10. The language agreed to herein expresses the mutual intent and agreement of the Property Appraiser and the Municipality, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

11. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the Municipality and Property Appraiser designate the following as the respective places for notice purposes:

Municipality:

With a Copy to:

Property Appraiser

Miami-Dade County
Office of the Property Appraiser
111 Northwest First Street, Suite 710
Miami, Florida 33128

With a Copy to:

Miami-Dade County Attorney's Office
111 Northwest First Street, Suite 2810
Miami, Florida 33128

IN WITNESS WHEREOF, the _____ (Municipality) has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

ATTEST: _____, a municipal corporation

By: _____
Clerk

By: _____
Mayor/Manager

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

Municipal Attorney

MIAMI-DADE COUNTY PROPERTY APPRAISER

ATTEST:

By: _____
Property Appraiser or
Designee

_____ Date



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Synthetic Roofing in Town House Districts

Date: June 16, 2020

Background

On March 1, 2016, the Town Council approved Ordinance 16-191 allowing the use of synthetic roofing materials resembling tile to be used in single family and two-family residences.

The change was made at the time because new synthetic materials were appearing in the market, which had obtained product approval for Miami-Dade County. At the time, Town House developments were left out of the changes.

On February 18th, 2020, the Town Council of the Town of Miami Lakes directed the Town Manager to amend the Land Development Code to permit synthetic roofs as replacements for townhouse developments in TH Districts.

On May 5, 2020 the Planning Board in their capacity as the Local Planning Agency, recommended to approve the ordinance as presented.

On May 19, 2020 the Town Council moved the item on first reading.

This ordinance amends Section 13-444 which relates to roofing materials within Town House Developments. Section 13-444 currently limits the roofing material to flat or barrel tile. Similar material limitations are not imposed upon the industrial and commercial districts.

Recommendation:

Staff recommends approval of the ordinance amending Section 13-444 as it relates to permitting synthetic roofing for townhouse buildings.

Attachments:

Ordinance

Staff Report

ORDINANCE NO. 20-____

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES,
FLORIDA, AMENDING CHAPTER 13, ARTICLE IV,
DIVISION 3, RU-TH TOWNHOUSE DISTRICT, SEC. 13-444,
DEVELOPMENT REGULATIONS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN CODE;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Objective 1.2 of the Town’s Comprehensive Plan states that the Town shall maintain an effective and efficient Land Development Code (LDC); and

WHEREAS, consistent technological investments have led to development of roofing materials that approximate the aesthetics of more traditional roof materials and have gained product approval under the terms of the Florida Building Code; and

WHEREAS, the Town Council has already modified allowed roofing materials on single-family and two-family properties to allow for the use of newer technologies; and

WHEREAS, the Town Council wishes to modify allowed roofing materials on townhome properties to allow for the use of newer technologies; and

WHEREAS, the Town’s Planning and Zoning Board, as the Local Planning Agency (LPA), reviewed the proposed amendments at a duly advertised Public Hearing on _____, and voted to recommend adoption of the amendments with a modification; and

WHEREAS, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency (LPA) and Town staff, the Town Council wishes to adopt the amendments to the Town LDC attached hereto as Exhibit A; and

WHEREAS, the proposed amendments are in conformance with all applicable requirements of the Town’s Code of Ordinances, including the LDC; and

WHEREAS, the proposed amendments will not be in conflict with the public interest, and are consistent and in harmony with the purpose and intent of the Comprehensive Plan; and

WHEREAS, the Town Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate and advances the public interest.

Section 1. Recitals. Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. Amendment. Sections 13-442 and 13-444 are hereby amended as provided at Exhibit “A”.

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by Councilmember _____, who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this _____ day of _____, 2020.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this ____ day of _____, 2020.

Manny Cid
Mayor

Attest:

Gina M. Inganzo
Town Clerk

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
Town Attorney

EXHIBIT A

Chapter 13 - LAND DEVELOPMENT CODE

ARTICLE IV. - ZONING DISTRICT REGULATIONS

DIVISION 3. - RU-TH TOWNHOUSE DISTRICT

* * * * *

Sec. 13-442. - Definitions.

Official Authorized Body means the body designated by the declaration of restrictions in the townhouse developments to approve architectural changes. If such a body does not exist, ~~the Town will appoint a board.~~ the Administrative official, the Building official and the Town Manager shall serve as de-facto board only for the purposes of consideration and approval of architectural changes as required by the declaration of restrictions. Decisions of the de-facto board are binding unless appealed to the Planning and Zoning Board within 30 days. The de-facto board shall make decisions on a majority basis and at least two (2) members must be present to make decisions.

* * * * *

Sec. 13-444. - Development regulations.

Townhouse developments are subject to the following restrictions:

* * * * *

(20) *Building and roof colors.*

- a. All townhouse buildings within a development or within separate groupings in a development shall be painted in the same color or color scheme as approved by the Official Authorized Body.
- b. All roofs within a development shall be comprised or appear to be comprised of the same material and color as approved by the Official Authorized Body. All roofs, with the exception of cloth/canvas awnings or canopies, with a pitch greater than 2½ shall be constructed of either cement, ceramic, synthetic or metal to ~~simulate flat cement tile or barrel tile match~~ or replicate the material and color approved by the Official Authorized Body. All re-roofs shall match or appear to match the color and material of the existing attached roofs in the development.

* * * * *



Department of Planning, Zoning and Code Compliance
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Mayor and Honorable Councilmembers
From: Edward Pidermann, Town Manager
Subject: Synthetic Roofing in Town House Districts
Date: June 16, 2020

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, ARTICLE IV, DIVISION 3, RU-TH TOWNHOUSE DISTRICT, SEC. 13-444, DEVELOPMENT REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Manny Cid)

A. BACKGROUND

On March 1, 2016, the Town Council approved Ordinance 16-191 allowing the use of synthetic roofing materials resembling tile to be used in single family and two-family residences. The change was made at the time because new synthetic materials were appearing in the market, which had obtained product approval for Miami-Dade County. At the time, Town House developments were left out of the changes.

On February 18th, 2020, the Town Council of the Town of Miami Lakes directed the Town Manager to amend the Land Development Code to permit synthetic roofs as replacements for townhouse developments in TH Districts.

On May 5, 2020 the Planning Board in their capacity as the Local Planning Agency, recommended to approve the ordinance as presented.

On May 20, 2020 the Town Council moved the item on first reading.

This ordinance amends Section 13-444 which relates to roofing materials within Town House Developments. Section 13-444 currently limits the roofing material to flat or barrel tile. Similar material limitations are not imposed upon the industrial and commercial districts.

B. PROPOSED CHANGES

The following described elements are presented in the same order that they appear in the proposed ordinance.

Sec. 13-442. - Definitions. The definition of *Official Authorized Body* was amended to include a de-facto Board for developments that do not have a designated board in charge of enforcing declarations of restrictions. this De-facto Board would be composed of the Building Official, the Administrative Official and the Town Manager.

Sec. 13-444. - Development regulations. The provision permits existing town homes to replace its roofing with synthetic roofing to match in type and color the remaining structures in the development.

C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending Section 13-444 as it relates to permitting synthetic roofing for townhouse buildings.

D. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: The Comprehensive Development Master plan does not address roofing. The proposed ordinance has no impact on concurrency management.

Finding: Complies

2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

Analysis: See Sections “A”, Background; and “B”, Proposed Changes, of this report. The amendment offers a roofing system to townhomes that is already allowed to single family buildings. The ordinance does not conflict with any other portions of the Code.

Finding: Complies.

3. **Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.**

Analysis See Sections “A”, Background; and “B”, Proposed Changes, and Criteria “2”, of this report. Synthetic roofing has been allowed in single family homes since 2016, and many property owners have installed this roofing system in their homes. The proposed ordinance allows townhomes to utilize the same roofing system.

Finding: Complies.

4. **Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.**

Analysis: See Sections “A”, Background; and “B”, Proposed Changes, and criteria “2” and “3” of this report. The proposed amendment does not change the list of permitted uses within any zoning district.

Finding: Complies.

5. **Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

Analysis: See Sections “A”, Background; and “B”, Proposed Changes, of this report. The proposed ordinance does not impact the above systems.

Finding: Complies.

6. **Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.**

Analysis: See Sections “A”, Background; and “B”, Proposed Changes, of this report. The proposed ordinance does not impact the above systems.

Finding: Complies.

7. **Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.**

Analysis: See Sections “A”, Background; and “B”, Proposed Changes, and criteria “2” and “3” of this report. the synthetic roofs that would be allowed under the proposed ordinance would be identical in appearance and color to the existing tile. Synthetic roofing literature suggests that, since the material is less porous than clay tile, it is less prone to mildew and

moisture caused discoloration. Cleaner roofs maintain the pleasant appearance of the community and thus sustain property values.

Finding: Complies.

- 8. Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.**

Analysis: See Sections “A”, Background; and “B”, Proposed Changes; and Criteria 2, 3, and 7, of this report.

Finding: Complies.

- 9. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.**

Analysis: See Sections “A”, Background; and “B”, Proposed Changes; and Criteria 2, 3, and 7 of this report.

Finding: Complies.

- 10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.**

Analysis: See all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed amendment is appropriate and consistent with the public interest.

Finding: As determined by the Town Council.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: School Safety Considerations

Date: June 16, 2020

Background

On February 18, 2020, the Town Council of the Town of Miami Lakes directed the Town Manager to explore provisions that address safety of public and private school facilities.

The request came about after a presentation from a group of students from Miami Lakes Middle School regarding safety needs of school facilities. The students presented several recommendations regarding the areas in the immediate surroundings of the schools. Staff worked with the students to narrow the recommendations to the most feasible ones.

On May 5, 2020 the Planning Board in their capacity as the Local Planning Agency, recommended to approve the ordinance as presented.

On May 20, 2020 the Town Council moved the item on first reading, requesting that the provisions related to alcohol sales be removed from the ordinance.

The proposed ordinance provides for stricter controls in the development of properties directly adjacent to school facilities, and regulations for uses within 250 feet of the school property. Since first reading, the provisions related to alcohol sales have been removed from the ordinance.

Recommendation:

Staff recommends approval of the ordinance adding Sec. 13-1617. - School Facilities Safety Considerations to the Land Development Code, providing for regulations of development and uses in properties directly abutting and within 250 feet of the facility.

Attachments:
Ordinance
Staff Report

ORDINANCE NO. 20-____

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, ARTICLE VI, DIVISION 1, CREATING SECTION 13-1617. - SCHOOL FACILITIES SAFETY CONSIDERATIONS, PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (CID)

WHEREAS, educational facilities are considered soft targets by the United States Department of Homeland Security; and,

WHEREAS, many educational facilities are already prone to school shootings; and,

WHEREAS, there have been multiple incidents near oil and gas facilities all over the United States that would have put children in danger if they were present at the educational facility; and,

WHEREAS, residential buildings with two or more stories pose as threat to educational facilities; and,

WHEREAS, Florida law prevents educational facilities from being situated near an airport by a distance worth half a runway; and,

WHEREAS, commercial establishments selling food near educational facilities has shown a direct effect on child obesity in the United States; and,

WHEREAS, the Administrative Official reviewed the proposed amendment to the Land Development Code and recommends approval, as set forth in the Staff Analysis and Recommendation dated May 5, 2020 and incorporated into this Ordinance by reference; and

WHEREAS, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency (LPA) for the Town pursuant to Section 163.3174, Florida Statutes; and

WHEREAS, on May 5, 2020, after conducting a properly noticed public hearing, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law, and in specific compliance with Section 163.3174, Florida Statutes and reviewed and recommended approval to the Miami Lakes Town Council; and

WHEREAS, on May 19, 2020, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the

Administrative Official, the Town Council moved the proposed amendment on first reading for second reading and consideration of adoption; and

WHEREAS, notwithstanding the passage of the Ordinance on First Reading, the Council provided their concern of increasing the radius restricting the addition of businesses that provide for the consumption or purchase of alcoholic beverages; and

WHEREAS, a review of our Code provides for a 500 feet radius; and

WHEREAS, a closer analysis of our current code, local businesses that neighbor existing schools, and the impact of those businesses on local schools reveals that an increase is not likely to produce beneficial results and may impact existing uses; and

WHEREAS, the proposed Ordinance in Second Reading has removed paragraph “(d)” in its entirety, effectively removing any mention of an increase in the restrictive radius on establishments that engage in the sale or consumption of alcoholic beverages; and

WHEREAS, on June 16, 2020, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town Council finds it in the public interest to adopt the proposed ordinance.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, HEREBY ORDAINS AS FOLLOWS.

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Findings. After considering Staff’s report, both submitted in writing and presented orally and the public, the Town Council finds, pursuant to Subsection 13-306(b) of the Town Code, that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found at Subsection 13-306(b) of the Town Code as provided for in the Staff Recommendation and Analysis Report.

Section 3. Approval. The Town Council hereby adopts the amendment as provided at Exhibit "A"

Section 4. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Additions are underlined, deletions are ~~stricken~~. Changes between First and Second Reading are double underlined. Deletions between first and Second Reading are ~~double stricken~~.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall be included in the Town Code.

Section 7. Effective date. This Ordinance shall become effective immediately upon adoption.

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this _____ day of January, 2020.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this _____ day of _____, 2020.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A
ORDINANCE

Chapter 13 - LAND DEVELOPMENT CODE

ARTICLE VI. - SUPPLEMENTARY REGULATIONS

Section 13-1617. - School facilities safety considerations

The following regulations apply to properties adjacent to lots where either a public or private school with grades Kindergarten through 12th is located, except for boarding schools or schools where overnight staying is available.

- (a) Any new construction adjacent to a school shall construct an eight-foot masonry fence along all property lines in common with the school property, school grounds or fenced in recreational facility.
- (b) Commercial, hotel or multifamily structures of more than two stories in height shall be set back a minimum of 25 feet from any property line that is shared with the school, school grounds, or fenced in recreational facility. This setback shall be heavily landscaped using shade trees and bushes as to impede the wall from being climbed.
- (c) Any existing structure that is renovated by 50% or more of its appraised value as determined by the Building Official, shall comply with the above requirement if possible, or if not possible, comply with the following:
 - 1. No balconies, catwalks, terraces or operable windows shall face the school property. Private bedroom windows must be located as to not look down upon school grounds.
 - 2. All roofs shall be either gabled or sloped, and any roof access shall be restricted and monitored.
- ~~(d) Any establishment within 1000 feet shall require a Conditional Use in order to sell alcoholic beverages as per procedures outlined in Sec. 13-782. No conditional use for the sale of alcoholic beverages shall be issued to establishments within 250 feet without approval through the Public Hearing process.~~
- (e) No firearm or weapon sales establishment or shooting range shall be located within 500 feet from a school property, school grounds or fenced in recreational facility.
- (f) No gas stations, service stations or any other use that offers or stores gasoline, diesel or any other fuel shall be located within 500 feet from a school property, school grounds or fenced in recreational facility.
- (g) No storage of chemicals, fireworks or flammable or explosive products shall be located within 500 feet from a school property, school grounds or fenced in recreational facility.

Additions are underlined, deletions are ~~stricken~~. Changes between First and Second Reading are double underlined. Deletions between first and Second Reading are ~~double stricken~~.



Department of Planning, Zoning and Code Compliance
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Mayor and Honorable Councilmembers
From: Edward Pidermann, Town Manager
Subject: School Safety Considerations
Date: June 16, 2020

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, ARTICLE VI, DIVISION 1, CREATING SECTION 13-1617. - SCHOOL FACILITIES SAFETY CONSIDERATIONS, PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Manny Cid)

A. BACKGROUND

On February 18, 2020, the Town Council of the Town of Miami Lakes directed the Town Manager to explore provisions that address safety of public and private school facilities.

The request came about after a presentation from a group of students from Miami Lakes Middle School regarding safety needs of school facilities. The students presented several recommendations regarding the areas in the immediate surroundings of the schools. Staff worked with the students to narrow the recommendations to the most feasible ones.

On May 20, 2020 the Town Council moved the item on first reading, requesting that the provisions related to alcohol sales be removed from the ordinance.

The proposed ordinance provides for stricter controls in the development of properties directly adjacent to school facilities, and regulations for uses within 250 feet of the school property. Since first reading, the provisions related to alcohol sales have been removed from the ordinance.

B. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance adding *Sec. 13-1617. - School Facilities Safety Considerations* to the Land Development Code, providing for regulations of development and uses in properties directly abutting and within 250 feet of the facility.

C. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: See Section “A,” Background, of this report. The proposed ordinance complies with the following policies of the Comprehensive Development Master Plan. Explanations follow each Policy.

Policy 1.1.4: Code enforcement and other available regulatory measures shall be used to prevent incompatible land uses from locating adjacent to or near otherwise stable and viable uses, especially residential neighborhoods. The rezoning process shall be used to discourage residential development in close proximity to industrial zoned areas and areas with unacceptable noise and/or odor levels. Incompatible non-residential land uses within established residential neighborhoods may be given incentives to adaptively reuse or replace structures to uses that are compatible with the residential area. Where it is physically not feasible to separate incompatible land uses such as residential and non-residential, buffering shall be required to promote a smooth land use transition. Buffering used may include the following:

- a. Physical barriers, including berms, hedges or other landscaping, as well as walls or fences aesthetically designed for screening purposes. Physical barriers may also include densely vegetated open space; and/or*
- b. The development of a transitional use between the incompatible uses. For example, a low intensity office development could be used to buffer a retail commercial center and a residential area.*

The proposed ordinance provides for physical barriers, increased setbacks and design regulations for all properties adjacent to school properties.

Policy 1.2.8: In preparing use, density and intensity standards for the new LDC, pay special attention to providing for the compatibility of adjacent uses.

The proposed ordinance provides for regulations that improve the compatibility of uses in the areas immediately surrounding school facilities, particularly on regards to safety.

Finding: Complies

2. **Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.**

Analysis: See Section “A”, Background, of this report. The proposed is conformance with all applicable sections of the code.

Finding: Complies.

3. **Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.**

Analysis: See Section “A”, Background, and Criterion 2 of this report. Security concerns around schools have been amplified in recent years due to a number of mass shooting incidents.

Finding: Complies.

4. **Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.**

Analysis: The amendment provides for regulations to mitigate some of the impacts of adjacent properties on the security and safety of the school facilities.

Finding: Complies.

5. **Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

6. **Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.**

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

- 7. Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.**

Analysis: See Section “A”, Background, and Criterion 2 of this report. The proposed amendment serves a compelling governmental interest to increase security and safety on school facilities.

Finding: Complies.

- 8. Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.**

Analysis: The proposed amendment does not change the permitted use of land.

Finding: Complies.

- 9. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.**

Analysis: See Section “A”, Background, and Criterion 2 of this report. No portion of the proposed amendment is in conflict with the existing regulations of the LDC.

Finding: Complies.

- 10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.**

Analysis: See Summary Section and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed amendment is appropriate and consistent with the public interest.

Finding: As determined by the Town Council.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Honorable Councilmember Josh Dieguez

Subject: Honoring Reta Lee

Date: June 16, 2020

Recommendation:

Reta Lee was a long time Miami Laker and a local legend. She taught many children in our Town how to swim, including me. Her lessons were famous—some would argue infamous—and she helped prepare children in the event they were to fall into a pool and just to be comfortable in water generally. At the suggestion of a Miami Laker who lived beside her as a neighbor for many years and to honor her long record of teaching children to be prepared in the water, I move to co-designate Miami Lakeway South as Reta Lee Way.

Fiscal Impact: Minimal

Funding Source for Implementation: General Fund

Timeline for Implementation: 6 months to 1 year

Guiding Principles: 1, 2, 3, 4, 14

Objectives: 5



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Honorable Councilmember Jeffrey Rodriguez

Subject: PharmaDrop Boxes

Date: June 16, 2020

Recommendation:

The United States is in the middle of an opioid epidemic. PharmaDrop collection systems provides residents a place to safely dispose of unused or expired prescriptions drugs to avoid the improper use of these drugs. I would like make a motion to discuss the possibility of enrolling in a PharmaDrop collection system. Please see attached brochure and email with pricing options.

Fiscal Impact: Minimal
Funding Source for Implementation: TBD
Timeline for Implementation: TBD

Guiding Principles: 1, 2, 3, 4, 14
Objectives: 6

From: Sheila Sinclair <ssinclair@Trilogymedwaste.com>
Date: June 2, 2020 at 4:28:18 PM EDT
To: Jeffrey Rodriguez <rodriguezj@miamilakes-fl.gov>
Cc: Andrew Rodriguez <arodriguez@Trilogymedwaste.com>
Subject: RE: Trilogy's PharmaDrop

CAUTION: External e-mail

Jeff,

Thank you for your interest in these PharmaDrop.

Our kiosks are \$1550 each. Customization is available for an additional \$250 (one time). Each kiosk holds a specifically rated box with a serialized liner, referred to as Bundles. Each Bundle is \$160. We recommend purchasing 2 Bundles to start. When the first is filled and ready to be sent in, you will have another Bundle handy to put into the kiosk.

We also have an Auto Reload option. Once a Bundle is sent in for destruction, we automatically send another to your participant. Shipping will have to be determined depending on shipping location.

I am available to answer any questions you may have regarding the Program. Please let me know how I can help.

Sheila

Trilogy MedWaste

is proud to be at the forefront of the **Consumer Take Back Movement** to keep our communities and waste streams safe!

**PHARMA
DROP™**
A SAFE PLACE FOR
YOUR UNUSED MEDS



Take Action NOW!

The PharmaDrop™ collection system provides a simple and effortless way for individuals to safely dispose of unused or expired medications.



- Available Nationwide
- DEA Compliant
- Federally Approved Program
- Community Service
- Safe, Secure and Easy to Use
- Customization Options Available
- Tamper Evident and Tear Proof Liners
- Authorized Collectors or Law Enforcement



Law Enforcement



Hospitals



Pharmacies

PharmaDrop™ is an easy-to-manage program for DEA registered Collectors such as retail pharmacies, law enforcement agencies and authorized Long Term Care Facilities managed by a retail pharmacy.

- The PharmaDrop kiosk ships to your facility with two collection bundles, including liners and supplies to easily install.
- The delivery of collection bundles can be scheduled to meet a customer's specific needs with shipping both ways via UPS always included.
- Additional bundles can be ordered with a simple phone call or email.

PharmaDrop provides the following benefits:

- Controlled Substances, Prescription and Over-the-Counter drugs can be collected.
- Destruction by incineration ensures rendering all controlled substances to a non-retrievable state in order to prevent diversion.
- Transparency is achieved through serialized, opaque, tearproof and tamper evident liners.

We offer a discounted flat-fee option that includes:
The kiosk - 2 bundles for disposal, including certificate of destruction.

PHARMA DROP™

A SAFE PLACE FOR YOUR UNUSED MEDS



PHARMA DROP™
A SAFE PLACE FOR YOUR UNUSED MEDS

Drop Unwanted Pharmaceuticals For Safe And Secure Disposal

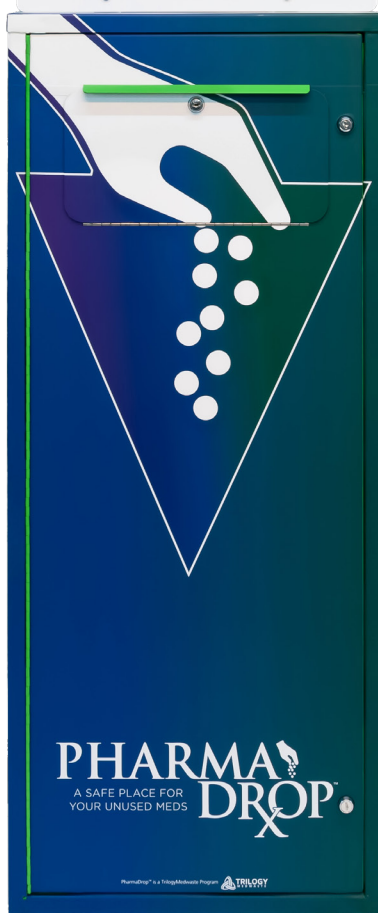
YES

- Over-The-Counter Medications
- Prescription Medications
- Prescription Patches
- Prescription Ointments
- Vitamins

Pharmadrop provides the following benefits: Controlled Substances, Prescription and Over-The-Counter Medications are destroyed by incineration rendering all to a non-retrievable state preventing diversion.

NO

- Controlled Substances
- Flammable
- Corrosive
- Toxic



Weight 114 Lbs.

Choice of
Standard or
Custom Designs
Available



Contact: Sheila Sinclair
T: 817-907-0891
E: SSinclair@TrilogyMedWaste.com

TrilogyMedWaste.com/PharmaDrop



PharmaDrop™ is a TrilogyMedWaste Program



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Honorable Councilmembers

From: Honorable Mayor Manny Cid

Subject: Police Explorer Program

Date: June 16, 2020

Recommendation:

Two of our current police officers were members of the now defunct Town of Miami Lakes Police Explorer program. As our department is focused on community-oriented policing that focuses on building bonds and working together with our residents, I would like to direct the Town Manager to restart the program.

Fiscal Impact: Minimal

Funding Source for Implementation: General Fund

Timeline for Implementation: 6 months

Guiding Principles: 1, 2, 3, 4, 14

Objectives: 5, 6



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Honorable Councilmember Luis Collazo

Subject: Mental Health Awareness Task Force

Date: June 16, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

In the Town of Miami Lakes, we have made ongoing efforts to bring attention to mental health issues in a variety of ways. We have supported causes such as the, Victor Ruiz Foundation's "Out of the Darkness" Walk to bring awareness to suicide prevention. We have hosted weekly social media segments on mental health and wellness through our social media channels. Many of our committees, like the Veterans Affairs Committee, Public Safety Committee, and the Elderly Affairs Committee, have made efforts to spearhead and highlight issues related to mental health.

Breaking the stigma associated with mental health treatment and those individuals in recovery only happens when there is an open dialogue, and I am proud of the efforts we have made.

In an effort to continue advancing this dialogue I wanted to have a discussion with my colleagues with regards to formalizing a Mental Health Advisory Task Force. The Mental Health Advisory Task Force would be comprised of individuals from the Elderly Affairs Committee, the Public Safety Committee, Veterans Affairs Committee, Youth Activities Task Force, Education Advisory Board, Special Needs Advisory Board, Youth Council, and (2) other mental health professional from our community. The Task Force would be convened for a period not to exceed 9 months, in order to provide the Town with a set of recommendations on how we could continue to support efforts to address the stigma associated with mental health treatment and possibly identify gaps and possible solutions to addressing those gaps in our community. If adopted my intention is that the committee would sunset after the recommendations and accompanying work plan have been adopted.

Fiscal Impact: TBD

Funding Source for Implementation: TBD

Timeline for Implementation: TBD

Guiding Principles: 1, 2, 6, 7, 11, 14

Objectives: 6



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Honorable Councilmember Josh Dieguez

Subject: Property Tax Transparency

Date: June 16, 2020

Recommendation:

I move to require the Town Administration include in all future budget presentations an illustration showing the percentage allocation of where each property tax dollar goes (TOML, Miami-Dade County, Miami-Dade County Schools, etc.). This illustration requirement will begin with the presentation of the FY 20-21 budget.

Fiscal Impact: Minimal
Funding Source for Implementation: General Fund
Timeline for Implementation: 6 months

Guiding Principles: 2, 3, 4
Objectives: 5



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Honorable Councilmember Jeffrey Rodriguez

Subject: Circular Driveway Island Ground Cover

Date: June 16, 2020

Recommendation:

Under our current building code, residents that choose to install a circular driveway are required to submit plans that show grass/sod as the final ground cover in the center island of the driveway. I would like to make a motion to discuss the potential amendment of our Town ordinances to broaden the type of ground cover allowed for the center island to include other types of permeable ground cover such as mulch, decorative rocks or other landscaping designs.

Fiscal Impact: Minimal

Funding Source for Implementation: N/A

Timeline for Implementation: 2 months

Guiding Principles: 3, 4, 14

Objectives: 4, 6



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Honorable Councilmembers

From: Honorable Mayor Manny Cid

Subject: Independence Day Celebration Music Video

Date: June 16, 2020

Recommendation:

I would like to direct the Town Manager to utilize the pitbull song: "I believe that we will win" to create a music video for our Independence Day celebration. Staff will ask residents to submit videos of them singing and dancing along to the song. Staff will proceed to compile these videos into one music video with the song playing in the background.

Fiscal Impact: Moderate

Funding Source for Implementation: General Fund

Timeline for Implementation: 1 month

Guiding Principles: 1, 2, 3, 4, 14

Objectives: 5, 6



Town of Miami Lakes Memorandum

To: **Honorable Mayor and Honorable Councilmembers**

From: **Honorable Councilmember Jeffrey Rodriguez**

Subject: **No Building Permits for Gutters**

Date: **June 16, 2020**

Recommendation:

The installation or repairing of gutters is considered by many to be a routine maintenance project. Given that the installation of a gutter system or maintenance thereof does not involve any electrical, mechanical, plumbing, structural or zoning aspects, I believe there is no reason why a resident should be required to pay a permit fee that in some instances could be as much as 10%-20% of the cost of the installation or repair itself, thereby increasing the financial burden on the resident. I would like to make a motion to discuss the potential amendment of our Town ordinances to remove the requirement to obtain a permit when installing or repairing a gutter system.

Fiscal Impact: Minimal
Funding Source for Implementation: N/A
Timeline for Implementation: 2 months

Guiding Principles: 2, 3, 4, 6, 14
Objectives: 6



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Honorable Councilmembers

From: Honorable Mayor Manny Cid

Subject: Expanding Miami Lakes Social Media Reach

Date: June 16, 2020

Recommendation:

In an effort to better communicate with our residents and showcase transparency/accessibility to Miami Lakers of all ages, I would like to direct the Town Manager to review all available social media platforms which we are currently not members of and make recommendations on which ones to create Town of Miami Lakes pages.

Fiscal Impact: None
Funding Source for Implementation: TBD
Timeline for Implementation: 1 month

Guiding Principles: 1, 2, 3, 4, 14
Objectives: 5, 6



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers
From: Honorable Vice Mayor Nelson Rodriguez
Subject: Police Officer Evaluations
Date: June 16, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

In the last few weeks, South Florida has experienced protests due to the killing of George Floyd, including in Miami Lakes. Nationwide there has been a call for the review of police officers files for excessive force.

I would like our Police Major and or his Command Staff to explain how the Miami Dade County Police- Miami Lakes Division recruits and reviews the records our police officers that patrol our Town. Including how complaints against officers are processed. I would like our police command to include a yearly evaluation of our police officers.

Fiscal Impact: Minimal
Funding Source for Implementation: TBD
Timeline for Implementation: TBD

Guiding Principles: 1, 2, 3, 4, 14
Objectives: 6



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Monthly Status Report on Police Department

Date: June 16, 2020

Recommendation:

Please see attached.

Oral report is intended to be informational. However, actions may result of this item.



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

June 3, 2020

Section 1 – COMPSTAT CRIMES

Crime	Commercial Burglary – (6 incidents as of 06/03/2020)
Statistical Info	2 Incident PYTD
Trends	Construction site theft
Action Taken	Officers have been assigned directed patrols and are requested to remain highly visible and proactive in their assigned areas.
Crime	Aggravated Battery – (4 incidents as of 06/03/2020)
Statistical Info	2 incidents PYTD
Trends	No identifiable trends
Action Taken	Officers have been assigned directed patrols and are requested to remain highly visible and proactive in their assigned areas.

Section 2 – SIGNIFICANT ARRESTS/ INCIDENTS

Day / Date / Time	Wednesday / June 3, 2020 / 10:15 am
Location	15251 NW 67 Avenue
<p>On Wednesday, June 3, 2020, at 10:15 am, a GIU Detective submitted an additional charge arrest affidavit clearing a burglary to vehicle incident that occurred on February 21, 2019 in the parking lot of the Miller Ale House located at 15251 NW 67th Avenue. The victim had returned to his vehicle after having lunch and observed a male subject opening storage compartments of his commercial vehicle. The subject subsequently fled in the passenger seat of Dodge Caravan. Property valued at approximately \$2,000 was stolen. The GIU Detective reviewed previous flyers of individuals involved in similar crimes involving commercial vehicles and identified a possible subject. A photo lineup was presented to the victim who in turn identified the subject. A PC Alert message for the homeless subject was entered. The GIU Detective located the subject who was in custody at TGK on unrelated but similar charges. An arrest affidavit was submitted for the burglary to the vehicle and grand theft. Arrestee: Osmar Berges 10/09/1967.</p>	



MIAMI DADE POLICE DEPARTMENT

CAS Case Detail by Patrol Area - 11

Incidents Between May 1, 2020 and May 31, 2020

Agency: TOWN OF MIAMI LAKES District: L - TOWN OF MIAMI LAKES



Grid	Quad	Agency Report Number	Incident Date Time	Incident Time	Inc Day	Incident To Date Time	Address	Business Name	Signal	Classification Type	Clear Type	Case Type	Det Badge	M.O. Description	M.O. Remark	Hate Crime YN
L - TOWN OF MIAMI LAKES																
Patrol Area 1																
0281	0	PD200527173786	05/27/2020 13:30	13:30	WED	05/27/2020 13:35	15424 NW 77TH CT	CHASE BANK	270 - LARCENY OVER	OVER	OP	G	7376			N
0313	0	PD200507152259	05/07/2020 14:22	14:22	THU	05/07/2020 14:22	8704 NW 147TH LN	RESIDENCE	270 - LARCENY OVER	OVER	OP	G	5368			N
0375	0	PD200511156390	05/08/2020 17:00	17:00	FRI	05/11/2020 09:00	8200 COMMERCE WAY	OFFICE BUILDING	22S - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N
3279	0	PD200528175263	05/28/2020 01:00	01:00	THU	05/28/2020 19:20	8893 NW 167TH ST	RESIDENCE	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	UNKNOWN - N/A		N
3280	0	PD200512157431	05/12/2020 08:21	08:21	TUE	05/12/2020 08:21	8425 NW 169TH TER	RESIDENCE	22S - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N
3281	0	PD200511156555	05/11/2020 12:25	12:25	MON	05/11/2020 12:25	7831 NW 169TH TER	RESIDENCE	26R - BURGLARY RESIDENTIAL	RESIDENTIAL	OP	G	5368	PRY WINDOW	PRY WINDOW OPEN	N
		TOTALS FOR	Patrol Area 1						6							
Patrol Area 2																
0316	0	PD200505150558	05/05/2020 22:02	22:02	TUE	05/05/2020 22:02	7375 MIAMI LAKES DR	7-11	29 - ROBBERY	COMMERCIAL	OP	R	5791	COMMERCIAL		N
	0	PD200506151079	05/06/2020 12:38	12:38	WED	05/06/2020 12:38	15805 N MIAMI LAKEWAY	MEADOW WALK APTS	22S - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N
	0	PD200518163960	05/18/2020 12:28	12:28	MON	05/18/2020 12:28	NW 67TH AVE & NEW BARN RD	ROADWAY	22S - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N



MIAMI DADE POLICE DEPARTMENT

CAS Case Detail by Patrol Area - 11

Incidents Between May 1, 2020 and May 31, 2020

Agency: TOWN OF MIAMI LAKES District: L - TOWN OF MIAMI LAKES



Grid	Quad	Agency Report Number	Incident Date Time	Incident Time	Inc Day	Incident To Date Time	Address	Business Name	Signal	Classification Type	Clear Type	Case Type	Det Badge	M.O. Description	M.O. Remark	Hate Crime YN
0316	0	PD200522169039	05/22/2020 23:00	23:00	FRI	05/23/2020 00:00	7355 FAIRWAY DR	EXECUTIVE APARTMENTS	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	UNLOCKED		N
	0	PD200526172299	05/24/2020 17:00	17:00	SUN	05/26/2020 09:33	7309 MIAMI LAKES DR	PARKING LOT	22S - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N
0377	0	PD200510155635	05/10/2020 14:09	14:09	SUN	05/10/2020 14:09	6931 HOLLY RD	RESIDENCE	26R - BURGLARY RESIDENTIAL	RESIDENTIAL	OP	G	9863			N
		TOTALS FOR	Patrol Area 2							6						
Patrol Area 3																
0317	0	PD200501145629	05/01/2020 14:30	14:30	FRI	05/01/2020 15:30	16580 NW 59TH AVE	COSTCO WHOLESALE	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5368	OTHER	BROKE/ SMASH DOOR LOCK	N
	0	PD200504148730	05/04/2020 11:26	11:26	MON	05/04/2020 11:26	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G		BRK/SMASH WINDOW		N
	0	PD200516161771	05/16/2020 13:06	13:06	SAT	05/16/2020 13:06	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	BRK/SMASH WINDOW		N
	0	PD200516161836	05/16/2020 13:30	13:30	SAT	05/16/2020 13:45	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	BRK/SMASH WINDOW		N
	0	PD200522168695	05/22/2020 17:00	17:00	FRI	05/22/2020 17:48	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	7376	BRK/SMASH WINDOW		N
	0	PD200529176002	05/29/2020 14:00	14:00	FRI	05/29/2020 14:45	16580 NW 59TH AVE	COSTCO	27O - LARCENY OVER	OVER	OP	G	9863	SHOPLIFTER		N



MIAMI DADE POLICE DEPARTMENT

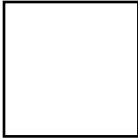
CAS Case Detail by Patrol Area - 11

Incidents Between May 1, 2020 and May 31, 2020

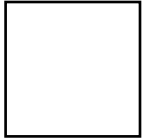
Agency: TOWN OF MIAMI LAKES District: L - TOWN OF MIAMI LAKES



Grid	Quad	Agency Report Number	Incident Date Time	Incident Time	Inc Day	Incident To Date Time	Address	Business Name	Signal	Classification Type	Clear Type	Case Type	Det Badge	M.O. Description	M.O. Remark	Hate Crime YN
0317	0	PD200531178548	05/31/2020 14:00	14:00	SUN	05/31/2020 18:01	16580 NW 59TH AVE	COSTCO WAREHOUSE	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	BRK/SMASH WINDOW		N
	0	PD200531178557	05/31/2020 14:00	14:00	SUN	05/31/2020 18:18	16580 NW 59TH AVE	COSTCO WHOLESALE	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	BRK/SMASH WINDOW		N
0380	0	PD200518164331	05/17/2020 20:00	20:00	SUN	05/18/2020 18:33	13920 LAKE PLACID CT	LAKE PLACID CONDOS	26V - BURGLARY VEHICLE	RESIDENTIAL	OP	G	5659	UNLOCKED		N
	0	PD200518164361	05/17/2020 22:00	22:00	SUN	05/18/2020 19:08	13920 LAKE PLACID CT	LAKE PLACID CONDOS	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	UNLOCKED		N
0381	0	PD200512157421	05/11/2020 10:00	10:00	MON	05/11/2020 10:10	14300 NW 60TH AVE	BELZONA	270 - LARCENY OVER	VEHICLE		G		UNKNOWN - N/A		N
		TOTALS FOR	Patrol Area 3							11						
		TOTALS FOR	L - TOWN OF MIAMI LAKES							23						
			GRAND TOTAL							23						



MIAMI DADE POLICE DEPARTMENT
CAS Case Detail by Patrol Area - 11
Report Filters



Date From: May 1, 2020 **Date To:** May 31, 2020

Time From: 00:00 **Time From:** 23:59

Agency: TOWN OF MIAMI LAKES

District(s): L - TOWN OF MIAMI LAKES

Signal(s): 22S - AUTO THEFT STOLEN, 26C - BURGLARY COMMERCIAL, 26R - BURGLARY RESIDENTIAL, 26V - BURGLARY VEHICLE, 27O - LARCENY OVER, 29 - ROBBERY

Exclude AOA's: Y

Exclude Unfounded: Y

Report Written = 'Y'

Patrol Area:

Quadrant:

Grids:

M.O.:

Hate Crimes Only: N



MIAMI DADE POLICE DEPARTMENT
CAS Compstat Targeted Crimes Year To Date - 74Y
Date Range: Jan 01, 2020 - Jun 3, 2020



095 - TOWN OF MIAMI LAKES

	2019 LYTD	2020 YTD	YTD % Change	Difference
01 Homicide	0	0	/0	0
02 Forcible Sex Offenses	1	1	0.00%	0
03 Robbery	4	3	-25.00%	-1
04 Larceny (Over)	46	25	-45.65%	-21
05 Auto Theft	30	21	-30.00%	-9
06 Burglary Commercial	4	6	50.00%	2
07 Burglary Residential	11	5	-54.55%	-6
08 Aggravated Assault	6	4	-33.33%	-2
09 Aggravated Battery	2	4	100.00%	2
TOTAL:	104	69	-33.65%	-35

/0 - Indicates that Percent Change formula cannot be divided by zero



MIAMI DADE POLICE DEPARTMENT
CAS Compstat Targeted Crimes Year To Date - 74Y
Report Filters



Incident Date Range: Jan 01, 2020 - Jun 3, 2020

Division:

Agency: 095

Grids:

For Agricultural Patrol Section: N

Exclude UNFOUNDED cases

Exclude AOA's

Report Written = 'Y'

CAS Package



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Renaming of a Park for Jakey

Date: June 16, 2019

Recommendation:

Oral report is intended to be informational. However, actions may result of this item.

Begin forwarded message:

From: Antonio Fernandez <afernandez@layer8s.com>

Date: June 10, 2020 at 1:39:17 PM EDT

To: "cidm@miamilakes-fl.gov" <cidm@miamilakes-fl.gov>, "rodriguezn@miamilakes-fl.gov" <rodriguezn@miamilakes-fl.gov>, "collazol@miamilakes-fl.gov" <collazol@miamilakes-fl.gov>, "ruanom@miamilakes-fl.gov" <ruanom@miamilakes-fl.gov>, "rodriguezj@miamilakes-fl.gov" <rodriguezj@miamilakes-fl.gov>, "dieguezj@miamilakes-fl.gov" <dieguezj@miamilakes-fl.gov>, "alvarezc@miamilakes-fl.gov" <alvarezc@miamilakes-fl.gov>, Gina Inguanzo <InguanzoG@miamilakes-fl.gov>

Subject: Park Dedication for Jakey

CAUTION: External e-mail

Esteemed Mayor and Council Members,

As you are already aware, Jakey Duque passed away on Monday after a brave fight with cancer. His strength and courage inspired the community to become members of Jakey's Army, and join him in his fight against this terrible disease. In honor of Jakey's bravery, particularly given his young age, I would like to propose that the council introduce an item to rename a park in his memory.

This park would serve not only to remember his legacy, but also be a permanent reminder of his and his family's strength and faith, and serve as a beacon of hope for those in our community facing similar battles. I have reached out to a representative of the Duque family who communicated that the parents are in support of such a dedication.

Please consider taking this item on at Tonight's council meeting.

Thank You for your consideration.

-Tony Fernandez



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Raul Gastesi, Town Attorney

Subject: Attorney Reports

Date: June 16, 2020

Recommendation:

There are currently several matters being litigated by the Town of Miami Lakes. Some of these matters are being referred to our insurance carrier to mitigate the Town's legal expense.

Background:

Michael Pizzi JR. v. Town of Miami Lakes

There has been recent activity. No additional cost.

Juan Valiente v. Town of Miami Lakes

There are no significant expenditures to report currently. Litigation is ongoing.