

TIPS VENDOR AGREEMENT

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

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for
RFP 190102 SIGNAGE

General Information

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

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail unless otherwise specifically agreed in writing by the parties.

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

Terms and Conditions

Freight

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

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members. All goods proposed and sold shall be new unless clearly stated in writing. Vendor reserves the right to use subcontractors and represents that all of its subcontractors (i) will be competent to perform the Project Services; (ii) will exercise commercially reasonable standards in performing these Project Services; and (iii) will comply with all terms and conditions applicable to Vendor in the performance of the Project Services.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties provided that TIPS Member has contracted for such support and is current on payments for support. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply. Certificates of Tax Exempt status shall be furnished by eligible purchasers to the Vendor.

Assignments of Agreements

No assignment of Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

1. Vendor and TIPS affirms that he/she or any authorized employees or agents has

not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
3. The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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

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

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not commercially reasonable or not as agreed.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx or similarly identifying the Agreement. Each invoice or pay request shall include the TIPS Member's purchase

order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assignee after receiving invoice or in compliance with applicable statute, whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement.

Participation Fees

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

Failure to pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The vendor shall indemnify and hold harmless TIPS, its officers, and agents from and against all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) arising from (a) the negligent performance of any product or service to be supplied by the vendor, or (b) by any negligent act, error or omission on the part of the vendor, its agents, employees, or subcontractors, except to the extent such claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability arises out of or in connection with the gross negligence or willful misconduct of TIPS, its officers, employees and agents. Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within two (2) calendar days of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. Termination for convenience shall not apply to any leased equipment delivered and accepted by the Member prior to termination. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. Termination for cause shall be with prior written notice and following thirty (30) days in which to cure any deficiency,

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

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

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

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

Site Requirements (only when applicable to service or job)

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

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

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

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

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

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

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Acceptable use policy is attached hereto as Exhibit A. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement.

Survival Clause

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

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit, no more frequently than once per calendar year, the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits, no more frequently than once per calendar year, of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to request an Awarded Vendor's approval of an audit internally or may engage a third-party auditing firm. In the event of an audit, the Awarded Vendor shall use its best efforts to provide the reasonably requested materials in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. Notwithstanding this provision, for leased equipment delivered and accepted prior to the Force Majeure event, payment obligations shall continue and shall not be affected.

Project Delivery Order Procedures

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

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence related to the requesting Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

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

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270. By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

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

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

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

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Agreements:** All vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
 - **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging entities to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Order Confirmation:** All TIPS Member Agreement purchase orders are approved daily by TIPS and sent to vendor. The vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
 - **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.
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“EXHIBIT A TO TIPS VENDOR AGREEMENT,” is seven (7) pages and provides instructions for the acceptable use of the TOSHIBA LOGO, is incorporated herein by attachment and reference.

4.2.1

Logo

The Toshiba logo

Toshiba logo symbolizes the Toshiba brand and is the only element used as “Toshiba Mark”. Please treat it as a symbol of The Toshiba Group.

The primary version is the Toshiba logo shown here, which uses an updated Toshiba Red. Always use the most recent artwork available. See page 25 for examples of how to use the alternative logo versions when the primary logo cannot be used.

In some special circumstances, such as joint ventures or sponsorships, the Toshiba logo may be used with other brand logos. Approval is required through predefined application processes.

For accurate reproduction, the supplied digital files should always be used. Repurposing reproduction proofs, existing camera-ready art, or printed materials will result in a loss of detail and legibility.

In some cases, such as in Chinese-speaking countries, the Toshiba Kanji logo is used. Please refer to the Chinese and/or Japanese brand guidelines.

The image shows the word "TOSHIBA" in a bold, red, sans-serif typeface. The letters are closely spaced and have a slight shadow effect, giving it a three-dimensional appearance.

Toshiba Kanji logo (horizontal)

The image shows the Toshiba logo in red, followed by the Japanese characters "東芝" (Toshiba) in black.

Toshiba Kanji Logo (vertical)

The image shows the word "TOSHIBA" in red, followed by the Japanese characters "東芝" (Toshiba) in black, arranged vertically.

4.2.2

Logo

Clear space and minimum size

Clear space

Respect the Toshiba logo by always giving it ample space from other elements. Never place the logo in a situation where its legibility may be compromised.

The preferred clear space around the logo is equivalent to the height of the T in Toshiba. This clear space rule is a worst case scenario. The Toshiba logo should always be given more space when available.

Please follow the preexisting rules and instructions, in the following situations:

- When the rule of margins are determined in Application Guidelines or Corporate Brand Guidelines.
- In cases where the Toshiba logo is displayed with other elements—that was approved through pre-approved applications, under special circumstances. Such as, joint venture companies, or sponsors.



Minimum size

In print, the logo should be at least 0.5 inches (13 mm) wide. On-screen, it should be at least 40 pixels wide. These minimum size rules are a worst-case scenario and the logo should be larger wherever possible.

Minimum size for screens



40px

Minimum size for print



13mm
or 0.5 inches

4.2.3

Logo

Color use

The consistent use of red is a fundamental element of Toshiba's identity. Toshiba Red and Toshiba Blue remain the core colors and are a symbolic representation of Toshiba's extensive history of commitment. These colors define the precision and integrity of The Toshiba Group across the globe.

When contrast is insufficient for red, use the white logos, but Toshiba Red is always the primary option.

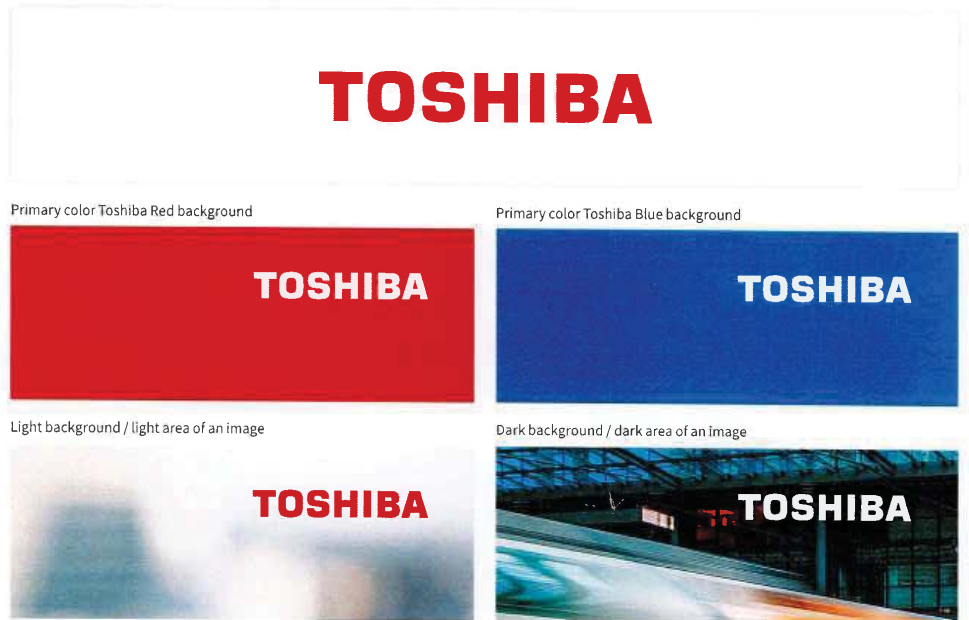
Always ensure that the Toshiba logo is legible against backgrounds. Use the Toshiba Red version of the logo over light images, and use the white logo over darker images.

Only use the black version when colors are limited. When using unusual reproduction methods such as silkscreen printing, embossing, foil stamping or embroidery, always review proofs from agencies to ensure legibility.

Do not use the red version of the logo on a black background, as it is difficult for color blind or visually handicapped viewers to see. Always use the white logo against the black background.

Some exceptions are allowed in specific media. Please follow the rules for those media in the Application Guidelines or Corporate Brand Guidelines.

Basic color scheme



Monochrome print



4.2.4

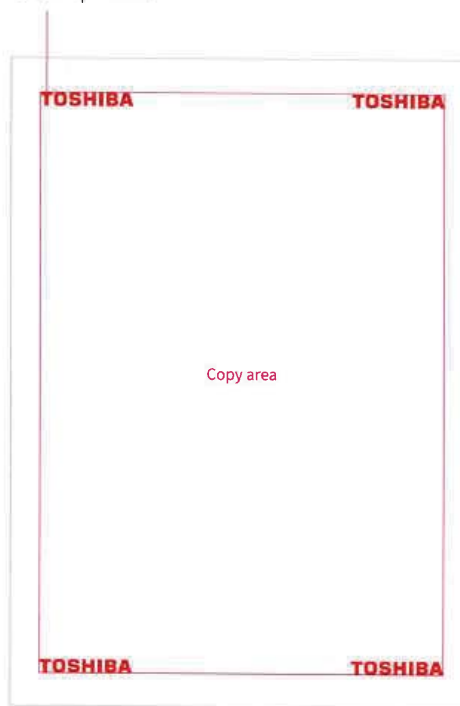
Logo Placement

The top left hand corner of the page (screen) is the preferred placement for the logo.

Depending on the characteristics and contents of the medium, it can also be arranged at the other three corners. Please consider the ideal placement depending on the type of collateral.

The arrangement of the logo within some media such as flags and signboards is not limited to this placement rule. Please follow the applicable media Application Guidelines or Corporate Brand Guidelines.

Preferred placement



4.2.5

Logo

Do not

Treat the logo with respect. The Toshiba logo artwork should never be altered in any way. When building new artwork files, always reference the Toshiba logo artwork library.


 Do not stretch the logo in any way.	 Do not compress the logo in any way.	 Do not change the overall shape.
 Do not set the logo in a different typeface.	 Do not apply any gradation, or other effects.	 Do not use any transparency or tints on the logo.
 Do not apply any graphic pattern.	 Do not apply three-dimensional effects, bevels, shadows, etc.	 Do not outline.
 Do not rotate the logo.	 Do not add any components to the logo.	 Do not reverse in a limited area.
 Do not apply borders or other ornaments.		

4.2.5


Logo

Do not


Treat the logo with respect. The Toshiba logo artwork should never be altered in any way. When building new artwork files, always reference the Toshiba logo artwork library.



Do not use colors other than Toshiba Red, white or black for the logo.




Do not place on a background color that compromises the visibility of the Toshiba logo.




Do not place the logo on images that are complex or have minimal contrast.


Toshiba Logo: Red



Do not place on a similar background color.




Do not place red Toshiba logo on an oversaturated background color.




Do not place red Toshiba logo on a dark background or a dark area of an image.

Toshiba Logo: White




Do not place on a background color other than Toshiba Red, Toshiba Blue, or black.




Do not place on a light background or a light area of an image.

Toshiba Logo: Black



Do not use for non-monochrome printing.















Do not place on a dark background or a dark area of an image.

4.2.5

Logo


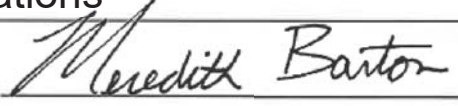

Do not

Treat the logo with respect. The Toshiba logo artwork should never be altered in any way. When building new artwork files, always reference the Toshiba logo artwork library.

 Do not combine with any product descriptions.	 Do not combine with logos of any product brands.	 Do not combine with the names of any special events, campaigns, etc.
 Do not combine with product model numbers, names, etc.	 Do not combine with the names of any organization, company, plant, etc.	 Do not combine with slogans.
 Do not use the Toshiba logo in any sentences.	 Do not combine with any text.	 Do not combine with annotations.
 Do not combine with symbols, marks, etc.	 Do not combine with logos of any third party.	 Do not combine with logos of any third party.

TIPS Vendor Agreement Signature Form

RFP 190101 Signage

Company Name Toshiba America Business Solutions, Inc.
Address 25530 Commercentre Drive
City Lake Forest State CA Zip 92630
Phone (949) 462-6000 Fax N/A
Email of Authorized Representative gem@tabs.toshiba.com
Name of Authorized Representative Michael Torcaso
Title Senior Vice President and CFO
Signature of Authorized Representative 
Date _____
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 5/14/19

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department Building
Fax				
Bid Number	190102			Floor/Room
Title	Signage			Telephone
Bid Type	RFP	Department Building		Fax
Issue Date	1/7/2019 08:02 AM (CT)			Email
Close Date	2/15/2019 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	Toshiba America Business Solutions, Inc.
Address	25530 Commercentre Drive
	Lake Forest, CA 92630
Contact	Mike McKinley
Department	
Building	
Floor/Room	
Telephone	(949) 462-6000 x6325
Fax	(949) 462-2557
Email	Mike.mckinley@tabs.toshiba.com
Submitted	2/15/2019 01:40:38 PM (CT)
Total	\$0.00

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

Signature Christina Fisher

Email gem@tabs.toshiba.com

Supplier Notes

Thank you for inviting Toshiba to participate in this RFP process. We look forward to hearing from you regarding any next steps.

Bid Notes

Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal.

Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This RFP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations.

If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	NO
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	

5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Toshiba America Business Solutions, Inc. is an independent operating company within the Toshiba Corporation, one of the world's largest and most respected electronics companies and a global technology leader. Our core business encompasses all areas of managed print services, security, environment, assessment, asset management, workflow solutions and fleet optimization as it pertains to your document life cycle. We have been recognized consistently 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. In addition, our innovative visual and digital signage solutions truly enable exceptional value and turnkey end-to-end solutions to deliver information throughout an organization.
6	Primary Contact Name	Primary Contact Name	Mike McKinley
7	Primary Contact Title	Primary Contact Title	Regional Sales Manager, Federal, State, Nonprofit, Education and Healthcare
8	Primary Contact Email	Primary Contact Email	mike.mckinley@tabs.toshiba.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	678-613-2311
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Kirk Pierson
13	Secondary Contact Title	Secondary Contact Title	Director, Consortium Sales
14	Secondary Contact Email	Secondary Contact Email	kirk.pierson@tabs.toshiba.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	949-462-6330
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Christina Fisher, Director Bids, Proposals and Contracts
19	Admin Fee Contact Email	Admin Fee Contact Email	christina.fisher@tabs.toshiba.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	949-462-6325

21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Karen McDaniel
22	Purchase Order Contact Email	Purchase Order Contact Email	karen.mcdaniel@tabs.toshiba.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	949-462-6207
24	Company Website	Company Website (Format - www.company.com)	www.business.toshiba.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	33-0865305
26	Primary Address	Primary Address	25530 Commercentre Drive
27	Primary Address City	Primary Address City	Lake Forest
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	CA
29	Primary Address Zip	Primary Address Zip	92630
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	digital, digital signage, wayfinding, digital menu, digital menu boards, video walls, digital displays, content management system
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Lake Forest
34	Company Residence (State)	Vendor's principal place of business is in the state of?	CA

35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
36	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee? Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
39	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	20
40	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
41	Pricing discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes

43	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	<p>Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab:</p> <p>https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>There is an optional upload for this form provided if you have a conflict and must file the form.</p>	No
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?	No
46	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
47	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	

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

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

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

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

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

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

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

Instructions for Certification: By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. (No Response Required)

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Yes
and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

52 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

(No Response Required)

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the

non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

53 2 CFR PART 200 Contracts

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. Yes

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

54 2 CFR PART 200 Termination

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) Yes

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

55 2 CFR PART 200 Clean Air Act

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). Yes

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

56 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Yes

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

57 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Yes

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

58 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Yes

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

59 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds I HAVE NOT Lobbied per above

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

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

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

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

60 If you answered "I HAVE lobbied per above to the previous question.

IF you answered "I HAVE lobbied" per above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

(No Response Required)

61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? NO

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

62 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?	<p>ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p> <p>Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3)Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5)Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and</p> <p>(6)Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.</p>	
63 Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws</p>	Yes

of State of Texas."

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

64 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Yes, I Agree

Do you agree to these terms?

65 Remedies Explanation of No Answer

66 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Yes

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

67	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
68	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	No
69	Infringement(s) Explanation of No Answer		Excepting for infringement as a result of TIPS or TIPS' employees action.
70	Contract Governance	Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.	Yes

71 Payment Terms and Funding Out Clause

Payment Terms:

Yes

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

72 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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

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

If the vendor has staff that meet both of these criterion: will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students you have "covered" employees for purposes of completing the attached form.

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

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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

73 Texas Education Code Chapter 22 Contractor
Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. certify that: (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

- 74 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES. (No Response Required)
- 75 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES
 Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.
 The relevant section addressed by this form reads as follows:
 Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by
 ESC Region 8/The Interlocal Purchasing System (TIPS)
 4845 Highway 271 North
 Pittsburg,TX,75686
 verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
 AND
 our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
 I swear and affirm that the above is true and correct.

76	Logos and other company marks	<p>Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred</p> <p>Potential uses of company logo: Your Vendor Profile Page of TIPS website Potentially on TIPS website scroll bar for Top Performing Vendors TIPS Quarterly eNewsletter sent to TIPS Members Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)</p>	(No Response Required)
77	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	No
78	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	We have listed our exceptions in the attached 6 Toshiba Digital Signage Response to TIPS, on page 20.
79	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	No
80	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	We have listed our exceptions in the attached 6 Toshiba Digital Signage Response to TIPS, on page 20.

81 Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

B. Firm not owned nor operated by felon; per above

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

82 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

83 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

Line Items		
Response Total:		\$0.00

Please provide a list of resellers the proposing company desires to be authorized to sell their products and services under the TIPS Agreement, if awarded.

Authorized Reselling Company Name	Full Address	Main Phone	Ext.1	Contact	Contact Ph	Ext	Contact Email	Website	Fax
ATLANTIC TOMORROWS OFFICE	134 WEST 26TH STREET 8TH FLOOR, , NEW YORK, NY, 10001	212-7416400	-		212-7416400	-			
ATLANTIC TOMORROWS OFFICE	400 BROADACRES DRIVE, SUITE 350, NJ, 07003	-	-		-	-			
ATLANTIC TOMORROWS OFFICE	127 MAIN, , NEW PALTZ, NY, 12561	914-2558900	-		914-2558900	-			
ATLANTIC TOMORROWS OFFICE	289 NORTH PLANK ROAD, SUITE 3, NEWBURGH, NY, 12550	-	-		-	-			
ATLANTIC TOMORROWS OFFICE	520 WHITE PLAINS ROAD, SUITE 510, TARRYTOWN, NY, 10591	914-6744500	-		914-6744500	-			
ATLANTIC TOMORROWS OFFICE	4390 ROUTE 1 NORTH, , PRINCETON, NJ, 08540	-	-		-	-			
TGI OFFICE AUTOMATION	4 RESEARCH DRIVE, SUITE 402, SHELTON, CT, 06484	-	-		-	-			
TGI OFFICE AUTOMATION	125 HALF MILE ROAD, , RED BANK, NJ, 07701	-	-		-	-			
TGI OFFICE AUTOMATION	1860 WALT WHITMAN ROAD, , MELVILLE, NY, 11747	516-3498787	-		516-3498787	-			
TGI OFFICE AUTOMATION	1177 6TH AVENUE, SUITE 5037, TIMES SQUARE, NY, 10036	212-3444330	-		212-3444330	-			
TGI OFFICE AUTOMATION	110 FIELDCREST AVE, FIRST FLOOR, EDISON, NJ, 08837	-	-		-	-			
TGI OFFICE AUTOMATION	120 3RD STREET, , BROOKLYN, NY, 11231	718-2370060	-		718-2370060	-			
TGI OFFICE AUTOMATION	19 CHAPIN ROAD, UNIT D, PINE BROOK, NJ, 07058	-	-		-	-			
TGI OFFICE AUTOMATION	350 PASSAIC AVE, , FAIRFIELD, NJ, 07004	973-8226466	-		973-8226466	-			
TGI OFFICE AUTOMATION	951 HADDONFIELD ROAD, SUITE A1-3A 3RD FLOOR, CHERRY HILL, NJ, 08002	-	-		-	-			
ADVANCED LASER PRINTER SERVICE	40 ABERDEEN ROAD, , EMIGSVILLE, PA, 17318	-	-		-	-			
ADVANCED OFFICE SYSTEMS INC	841 OAK STREET, , JOHNSTOWN, PA, 15902	814-2669531	-		814-2669531	-			
CONNECTED OFFICE PROD-PITTSB	TOSHIBA BUSINESS SOL-WPA, 616-A BEATTY ROAD, MONROEVILLE, PA, 15146	-	-		-	-			
EAGLE SYSTEMS INC	201 PINE STREET, , JAMESTOWN, NY, 14701	-	-		-	-			
EAGLE SYSTEMS INC	2421 HARLEM RD, , BUFFALO, NY, 14225	716-8930506	-		716-8930506	-			
HAGAN BUSINESS MACH - MEADVILL	1773 N MAIN ST EXTENSION, , BUTLER, PA, 16001	724-2878777	-		724-2878777	-			
HAGAN BUSINESS MACH - MEADVILL	77 MEAD AVENUE, P O BOX 1428, MEADVILLE, PA, 16335	814-7244601	-		814-7244601	-			
HAGAN BUSINESS MACHINES	1112 PEACH STREET, , ERIE, PA, 16501	814-4567521	-		814-4567521	-			
HIGHER INFORMATION GROUP LLC	400 N BLUE RIBBON AVENUE, , HARRISBURG, PA, 17112	717-6523310	-		717-6523310	-			
HIGHER INFORMATION GROUP LLC	1368 HARRISBURG PIKE, , LANCASTER, PA, 17601	-	-		-	-			
LANDIS OFFICE CENTER INC	151 NORTH CENTER STREET, , CUMBERLAND, MD, 21502	301-7221900	-		301-7221900	-			
MULTISCOPE INC	4350 NORTHERN PIKE, , MONROEVILLE, PA, 15146	-	-		-	-			
MULTISCOPE INC	300 BURSCA DRIVE, SUITE 307, BRIDGEVILLE, PA, 15017	-	-		-	-			
MULTISCOPE INC	1000 WESTINGHOUSE DRIVE SUITE 038A, , CRANBERRY TOWNSHIP, PA, 16066	-	-		-	-			
TOSHIBA BUSINESS SOLUTIONS-NO	275 KENNETH DRIVE, SUITE 400, ROCHESTER, NY, 14623	585-4272222	-		585-4272222	-			
TOSHIBA BUSINESS SOLUTIONS-NO	180 KENNETH DRIVE, SUITE 200, ROCHESTER, NY, 14623	-	-		-	-			
TOSHIBA BUSINESS SOLUTIONS-NO	100 COLVIN WOODS PARKWAY, SUITE 100, TONAWANDA, NY, 14150	-	-		-	-			
TOSHIBA BUSINESS SOLUTIONS-NO	6809 OLD COLLAMER ROAD, SUITE 5, EAST SYRACUSE, NY, 13057	-	-		-	-			
TOSHIBA BUSINESS SOLUTIONS-NO	675 ATLANTIC AVENUE, , ROCHESTER, NY, 14609	585-2881420	-		585-2881420	-			
TWIN TIER IMAGING SYSTEMS	504 PENNSYLVANIA AVENUE, , ELMIRA, NY, 14904	607-7320330	-		607-7320330	-			
ADVANCED BUSINESS EQUIPMENT	236 BRODHEAD ROAD, , BETHLEHEM, PA, 18017	610-8215553	-		610-8215553	-			
ALLIED DOCUMENT SOLUTIONS & S	200 CHURCH STREET, , SWEDESBORO, NJ, 08085	-	-		-	-			
CONNECTED OFFICE PROD-PHILAD	TOSHIBA BUSINESS SOLUTIONS-EASTERN PA, 512 NORTHHAMPTON STREET PO BOX 174, EDWARDSVILLE, PA, 18704	-	-		-	-			
CONNECTED OFFICE PROD-PHILAD	TOSHIBA BUSINESS SOLUTIONS-EASTERN PA, 480 PIERCE STREET, KINGSTON, PA, 18704	-	-		-	-			
CONNECTED OFFICE PROD-PHILAD	TOSHIBA BUSINESS SOLUTIONS-EASTERN PA, 7035 SHANTZ ROAD SUITE 300, ALLENTOWN, PA, 18106	-	-		-	-			
CONNECTED OFFICE PROD-PHILAD	1501 REEDSDALE STREET, SUITE 1000, PITTSBURGH, PA, 15233	610-6964000	-		610-6964000	-			
CONNECTED OFFICE PROD-PHILAD	3620 HORIZON DRIVE SUITE 100, TOSHIBA BUSINESS SOLUTIONS PA, KING OF PRUSSIA, PA, 19406	-	-		-	-			

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,

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

OFFERER: Toshiba America Business Solutions, Inc.
(Name of Corporation)

Jason White certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Michael Torcaso
(Name of person who completed proposal document)

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

Senior Vice President and CFO
(Title/Position of person signing proposal/offer document within the corporation)

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

CORPORATE SEAL if available

T.J. White
SIGNATURE

2/15/19
DATE



Insert TIPS RFP# 190102 Signage

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

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS
OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT
CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must** make a **copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

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

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

Toshiba America Business Solutions, Inc.

Name of company claiming confidential status of material

Michael Torcaso, Senior Vice President and CFO

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

25530 Commercenter Drive Lake Forest CA 92630 949-482-8000

Address City State ZIP Phone

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

Signature  Date February 15, 2019

OR

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

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

Printed Name authorized company officer

Title of authorized company officer

Address City State ZIP Phone

Signature Date

TOSHIBA BOOSTS CUSTOMER EXPERIENCE AT CRAZY HORSE MEMORIAL

Customer: Crazy Horse Memorial
Country: South Dakota, USA
Industry: Tourism

CRAZY HORSE MEMORIAL

South Dakota's Crazy Horse Memorial, located in the state's Black Hills and about half an hour from Mount Rushmore, is the world's largest mountain carving in progress. This massive undertaking was the passion of the project's founder, Korczak Ziolkowski, an accomplished sculptor who ventured west from Boston in 1948 after receiving an invitation from Lakota Chief Standing Bear to create a mountain carving dedicated to Crazy Horse. The effort to complete the ambitious sculpture, which will measure 563 feet high and 641 feet wide, continues even after Ziolkowski's passing in 1982 as his family continues his devotion to the project by overseeing the day-to-day activities.

"After seeing the demo, we understood exactly how Toshiba's digital signage could fulfill our objectives."

– Chief Executive Officer,
Jadwiga Ziolkowski



EDUCATE. ENTERTAIN. ENGAGE.

The executive leadership team of Crazy Horse Memorial Foundation, a non-profit, public charity of international scope, wanted to improve the learning experience for its more than one million annual visitors. Executive team members Monique and Jadwiga Ziolkowski and Laurie Becvar often discussed adopting innovative technology in an effort to educate, entertain and engage the Memorial's patrons.

A student studying in the summer program of Crazy Horse's Indian University of North America introduced the leadership team to South Dakota Toshiba professionals, which led to a presentation of Toshiba's Ellumina digital signage. After hearing about how it was increasing visitor engagement at St. Paul, Minnesota's Xcel Energy Center, STAPLES Center in Los Angeles and Las Vegas' recently-opened, T-Mobile Arena, they were convinced the Virtuoso was the right solution for them.

"At the first meeting with Toshiba's team, we touched on the primary goals we wanted to achieve with digital signage," Jadwiga Ziolkowski, CEO of Crazy Horse Memorial Foundation stated. "We discussed our interests in enriching the guest experience; increasing the number of participants in our Storyteller donor program and significantly enhancing the awareness of our world-class Indian Museum of North America."

TOSHIBA BOOSTS CUSTOMER EXPERIENCE AT CRAZY HORSE MEMORIAL

After getting a sense of Crazy Horse Memorial's objectives, the Toshiba team provided an overview of the full-service hardware, software and content development expertise Toshiba has to offer and reviewed a few of the compelling Ellumina installations that have delivered impactful results for customers in the retail, sports and entertainment and education markets.

With a clear vision of how Toshiba could 'check the boxes' on their wish list, Crazy Horse Memorial took the next step and scheduled a demonstration of Toshiba's signature interactive digital signage solution, Virtuoso. "After seeing the demo, we understood exactly how Toshiba's digital signage could fulfill our objectives," noted Jadwiga Ziolkowski. "Virtuoso was everything we wanted and more."



Crazy Horse Memorial Foundation's executive management team was intrigued by the interactive display's capability to host massive amounts of diverse content. "We provided Toshiba's design team with a ton of photos, videos and artist renderings," said Becvar, Crazy Horse Memorial Foundation's president and chief operating officer. "We sent them everything from early photos of Korczak and his family, a photo diary from the very beginning of the sculpture in 1948 as well as pictures of local artists and their art. We also delivered a video library of staff restoring Native American textiles, signature moments of the carving's development as well as a video series entitled, 'Tools and Machines of the Mountain,' which beautifully convey the time and effort needed to create such a historical structure."

Within 90 days, Toshiba's Ellumina team had created the content and integrated the interactive touch screen displays (ranging from 46- to 55-inches) throughout Crazy Horse Memorial's spacious visitor complex including the Welcome Center, the Indian Museum of North America, Native American Educational & Cultural Center, Mountain Carving Room and The Covered Porch — which sits on the footprint of the home of the monument's original sculptor, Korczak Ziolkowski.

Crazy Horse Memorial Foundation's leadership quickly learned that visitors were able to interact with the Virtuosos to learn about the sculpture, its history and the rich culture of Native Americans throughout North America. They also discovered an additional — and unexpected — benefit. Toshiba's touch screen displays were serving as virtual tour guides, which is significant because the docent program only operates during the May through September peak season. With the Memorial's year-round calendar, the capability to easily incorporate answers to guests' frequently asked questions into the complex's Virtuoso fleet enriched the visitor experience to an entirely new level.

Impressed with the public's level of engagement with the displays, the Crazy Horse Memorial team recognized the opportunity to leverage the devices for staff training and development. "Our visitors' interaction with the Virtuosos was so natural, it surpassed the ambitious benchmarks we had initially set," noted Monique Ziolkowski. "When we considered the significant amount of information available on our displays and the amount of time our visitors spend with the displays, we decided to implement the use of the products within our own docent and employee training program. One of our student docents became an expert guide after walking through the information stored on the Virtuoso."



"Our visitors' interaction with the Virtuosos was so natural, it surpassed the ambitious benchmarks we had initially set."

**– Chief Executive Officer,
Monique Ziolkowski**

Another benefit of the solution is a significant increase in requests for the Memorial's newsletter, *The Insider Update*. Signing up for the newsletter to keep informed of the Memorial's progress is easy and instantaneous on the Virtuoso. Virtuosos are also having a positive impact on the number of visitor surveys the Memorial receives. "Visitor survey responses have increased 30 percent since we added the visitor feedback option on the Virtuoso," stated Becvar. "And, more than 80 percent felt positive about their experience at the Memorial, noting that they would recommend Crazy Horse Memorial to their friends. Clearly, the Toshiba Virtuosos have helped us enrich our guest experience and acquire valuable feedback."

Toshiba's digital signage team is also assisting the Memorial to enhance its support for the project through a giving option on the Virtuosos. Individuals are encouraged to make charitable gifts to the Foundation and become Storytellers to positively impact progress towards fulfilling the mission.

Crazy Horse Memorial Foundation leadership team is now looking to Toshiba's Ellumina team for support on two new projects. The Memorial is creating a searchable database of the museum collections of its Indian Museum of North America®. Museum staff is in the midst of researching and recording the provenance – or history – of each Native American art piece, tribal flag and textile in the vast collection of art and artifacts from numerous Native communities throughout North America. Toshiba's Ellumina team will step in and link the Museum's database to a searchable, interactive database on the Virtuoso, providing the visiting public more in-depth knowledge about the art and accompanying culture of a native Nation. The Memorial also plans to share oral testimonies from Native elders with visitors through the Virtuosos so visitors can hear the stories of Crazy Horse the warrior and other Native American culture and traditions from the elders themselves.



"The interactive experiences through Toshiba's Virtuosos have assisted the Memorial in living out its mission to protect and preserve the culture, tradition, and living heritage of North American Indians."

– President and Chief Operating Officer,
Laurie Becvar

"The Toshiba team has impressed us in every aspect of the installation process and has enabled us to properly articulate our story to the more than one million guests who visit us each year."

– Chief Executive Officer,
Jadwiga Ziolkowski



TOSHIBA LIFTS CUSTOMER EXPERIENCE & SALES FOR BROOKSTONE

Customer: Brookstone
Country: USA and Puerto Rico
Industry: Retail

Brookstone

Brookstone has loyal shoppers throughout the United States and Puerto Rico that are well acquainted with the retailer's unique selection of innovative and lifestyle products, but Brookstone executives were seeking to dramatically broaden their scope of awareness beyond this core group. Like many retailers in today's evolving retail environment, Brookstone was looking for ways to better engage its customers and enrich the shopping experience.

"Given our unique product portfolio, our customers expect us to be more innovative in how we approach retailing and Toshiba allowed us to hit the mark."

– Chief Marketing Officer,
Kiran Smith



THE PATH TO DISCOVERY

The path to discovering a state-of-the-art customer experience station began in an untraditional manner. The Toshiba America Business Solutions Team introduced Brookstone to digital signage for product promotions during a regularly scheduled review of Brookstone's print fleet and managed print services – or MPS – program.

Intrigued by Toshiba's innovative line of digital signage solutions, Brookstone wanted to learn more. After an extensive technology review Toshiba was able to demonstrate the scope and capabilities of the Ellumina line to Brookstone. The discussion quickly moved on to the feasibility of creating an interactive customer engagement station for Brookstone customers.

Toshiba engineers quickly created a pilot program tailored to interact with Brookstone's customers near the retailer's Merrimack, New Hampshire headquarters. To expedite the development process, Toshiba sales and engineering personnel worked closely with Brookstone architects and representatives from a third-party software vendor to pilot, test and refine the digital signage product. The result is Toshiba's 'Lift 'n Learn' Customer Experience Station.

Here's how it works:

- Dynamic content related to the products displayed at the 'Lift 'n Learn' Customer Experience Station plays to attract customers.
- Once at the display, the customer can visually review the products available.
- The customer is instructed to lift a product to learn more.
- When a product is removed from its stand, the display screen will begin playing content that is specific to that product.
- When a second product is removed, product comparison data is displayed.



Toshiba's state-of-the-art Ellumina digital signage product went from creation to completion within 60 days. Three 'Lift 'n Learn' Customer Experience Stations, each featuring 4 products, were installed in Brookstone's Nashua, N.H. store. A vertical 49-inch ultra high-definition screen is the signature element of each of the two column stations. An equally dazzling-2-foot by 2-foot video wall comprises the third station, which is prominently situated just inside the store's entrance.

Just six months after installation, the store has already seen a definitive uptick in sales of the 16 different products – stick massagers, Bluetooth speakers and personal robotics – that the three Lift 'n Learn Customer Experience Stations are featuring.

Toshiba's innovative shopper experience additionally integrates a web-enabled analytics dashboard measuring the number of times an item has been lifted, the cumulative duration of the pickups as well as the average duration a product has been raised.

"Though Toshiba's digital signage has only been in place for six months, it's 'Lift 'n Learn' solutions have clearly resonated with our customers and we have seen an increase in sales for the products we are promoting with it," said Kiran Smith, Chief Marketing Officer at Brookstone. "It also serves as an effective training tool for our sales associates. As a result, we are looking at a wider integration of Ellumina throughout our stores."



"Toshiba's interactive digital signage complements our customers' in-store experience with the kind of dynamic content they've come to expect when shopping online."

**– Chief Marketing Officer,
Kiran Smith**



BRILLIANTLY IMAGINED. FLAWLESSLY EXECUTED.

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

DISPLAYS

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

LED Displays:

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



LCD Displays:

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



Video Walls:

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



Touch Screens & Kiosks:

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



CONTENT MANAGEMENT

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



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

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

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

INTERACTIVE

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



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

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

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

SERVICES

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

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

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

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

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

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

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

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

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



CONNECT WITH CUSTOMERS IN A WHOLE NEW WAY

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

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

Benefits of Virtuoso

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

Turnkey Interactive Virtuoso Solution includes:

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

Screen Size Options:

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

Other Options & Services:

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

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

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

