

State of Minnesota Contract

SWIFT Contract No.: 189782

This Contract is between the State of Minnesota, acting through its "Commissioner of Administration" ("State") and Toshiba America Business Solutions, Inc. whose designated business address is 2930 Waters Road, Suite 190, Eagan, MN 55121 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

- 1. State issued a solicitation identified as Event No. G0210-2000010207 on October 8, 2019 for Multifunction Devices: Purchase, Rental, and Maintenance ("Solicitation");
- 2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
- 3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. March 1, 2021 or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 Expiration date. February 28, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 36 months in increments as determined by the State, through a duly executed amendment.

2. Contractor's Duties

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

3. Representations and Warranties

- 3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's

industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Compensation and Conditions of Payment

- 5.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.
- 5.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

6.1 The State's Authorized Representative is David Sisk, Buyer 2, 50 Sherburne Avenue, Suite 112, Saint Paul, MN 55155, 651.201.3169, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

6.2 Contractor's Authorized Representative. The Contractor's Authorized Representative is Jon Gaugler, Data Administrator / Market Manager / AVI Sales Manager at the following business address and telephone number: 2930 Waters Road, Suite 190, Eagan, MN 55121, 651.994.7768, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms Exhibit B: Insurance Terms Exhibit C: Specifications, Duties, and Scope of Work Exhibit D: Pricing

- D.1 New Black and White Device Price Schedule
- D.2 New Color Device Price Schedule
- D.3 Miscellaneous Price Schedule
- D.4 Sample Invoice and Quote

Exhibit E: Toshiba Service Level Agreement Exhibit F: Toshiba Master Software and Services Agreement Exhibit G: Toshiba Professional Services Agreement Exhibit H: Toshiba Statement of Work Exhibit I: Toshiba Business Requirements Document Exhibit J: Toshiba Statement of Services Exhibit K: Toshiba Functional Design Document Template Exhibit L: Sample Functional Design Document

1. Toshiba America Business Solutions, Inc The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

2. Minnesota Department of Administration *With delegated authority*

Print name: Scott Maccabe	Print name: ichael Brick
Signature: Aroth Macabe	Signature Miller Brick
Title: President & CEO Date: 02/24/2021	Title: Acquistion ⁶²⁵⁰⁴⁹¹ Management Speares 2/26/2021
	3. Commissioner of Administration As delegated to The Office of State Procurement

		•
Print name	e: Andy Doran	
Signature:	Andy Doran	
		pervisorDate: ^{2/26/2021}

Exhibit A: Contract Terms

1. Payment and Invoicing.

1.1 Payment. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The ordering entity is not required to pay the Contractor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued.

Conditions of Payment. The Contractor under this Contract must be in accordance with the Contract as determined by the sole discretion of the State's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the State's Office of the Secretary of State.

1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

2. Termination.

2.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

2.1.1 Stateshall not be liable for any amount remaining on the rental period if the reason for early termination of rental is due to documented Contractor non-performance, over a period of more than three (3) months including, but not limited to, ongoing, reoccurring, unresolved problems/issues with the equipment or service; misrepresenting the Contract; not meeting uptimes; misrepresentation of product, accessories or software.

2.1.2 Termination charges will not apply to those rental plans when upgrading or downgrading models by the same Manufacturer. The Contract Administrator reserves the right to negotiate the terms of early termination.

2.2 Termination for Breach. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3. Indemnification, Hold Harmless and Limitation of Liability.

The Contractor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contractor or its agents, employees, or subcontractors. This clause shall not

be construed to bar any legal remedies the Contractor may have with the State's failure to fulfill its obligations pursuant to the Contract.

For clarification and not as a limitation, the Contractor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. § 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of four (4) times the Contract amount, but in no event less than the required limits of insurance. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs titled and included in this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrongdoing of the State.

4. Laws and Regulations.

Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. § 181.59 and Minn. Stat. Ch. 363A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.

5. Cancellation of the Contract.

The Contract may be cancelled by either Party at any time, without cause, upon 30 days' written notice to the Contractor other Party. In the event the Contractor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for products, work or services satisfactorily received, performed and accepted.

6. State Audits (Minn. Stat. § 16C.05, subd. 5).

The books, records, documents, and accounting procedures and practices of the Contractor or other party that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction.

The State reserves the right to authorize delegate(s) to audit this contract and transactions.

7. Antitrust.

The Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.

8. Government Data Practices.

The Contractor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contractor and all data provided to the State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the State.

The Contractor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contractor subcontracts any or all of the work to be performed under the Contract, the Contractor shall retain responsibility under the terms of this paragraph for such work.

9. Coal Tar Sealant Use and Sale Prohibited.

By submitting a response to this solicitation, the Responder certifies that coal tar sealant products are not included in its response. "Coal tar sealant product" means a surface applied sealing product containing coal tar, coal tar pitch, coal tar pitch volatiles, or any variation assigned the Chemical Abstracts Service (CAS) number 65996-93-2, 65996-89-6, or 8007-45-2. Coal tar sealants must not be used or sold for application on asphalt-paved surfaces. See Minn. Stat. § 116.201.

10. Prices.

Prices shall remain firm for the initial term of the Contract unless otherwise stated in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.

a. Transportation. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in the Special Terms and Conditions. Price reductions must be passed on immediately to the State whenever they become effective. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the PO.

b. Price Decreases. During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

c. Price Increases. After the initial term of the Contract, a price increase may be allowed based upon a demonstrable industrywide or regional increase in the Contractor's costs. Documentary evidence must be submitted prior to a proposed price increase. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract unless approved in writing by the OSP Assistant Director. The exact amount of increase, if any, will be governed by the validity of the documentary evidence submitted and requires the written authorization of the Assistant Director. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

11. Risk of Loss or Damage.

The State shall be relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or its authorized agent.

12. Governing Law.

The Contract shall be construed in accordance with and its performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC, except when to so deem such services as "goods" is unreasonable.

13. Jurisdiction and Venue.

This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. In the event of a dispute, the parties will try to resolve amicably, using good faith efforts, including but not limited to mediation and non-binding arbitration. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. Contractor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this Contract, or any breach thereof.

14. Conflict of Terms.

In the event of any conflict between the General Terms, Conditions and Instructions and any Special Terms and Conditions of the RFP/Event, the Special Terms and Conditions shall govern.

15. Force Majeure.

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

16. Default.

A state purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

17. Publicity.

Any publicity given to the program, publications or services provided resulting from a State Contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Office of State Procurement Acquisition Management Specialist and the Assistant Director.

The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. Notices.

If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the State shall be addressed to the Acquisition Management Specialist listed in Contract, Clause 6. Authorized Representative.

19. State Agency Contract Use.

The State intends to use this Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the State will achieve its "best value" by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

The Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist or authorized delegate, or unless otherwise provided for in the Special Terms and Conditions.

20. Ownership.

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contractor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contractor upon completion, termination or cancellation of the Contract. The Contractor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the State.

b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the said documents that the Contractor conceives or originates, either individually or jointly with others, which arises out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contractor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contractor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the State will not own any of the Contractor's pre-existing intellectual property that was created prior to the Contract and which the State did not pay the Contractor to create. The Contractor grants the State a perpetual, irrevocable, non-exclusive, non-transferable royalty free license for Contractor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Contract.

21. Purchase Orders.

The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the special terms. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.).

22. Amendment(s).

The State reserves the right to make changes to the Contract, when mutually agreed by the State of Minnesota and the Contractor, if the changes are within the general scope of the Contract. This may include, but is not limited to, the addition or deletion of goods and/or services. Any changes must be confirmed through a fully

executed Contract amendment approved by the authorized signatories of the Contractor and the State, as required by law.

23. Copyrighted Material Waiver.

The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

24. Certification Regarding Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

A contract resulting from this solicitation may be a covered transaction for purposes of federal debarment and suspension regulations. By submission of its response, the responder certifies that neither it, nor its principals or subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The responder further certifies that it will include this provision in any subcontracts resulting from this solicitation. If the responder knowingly renders an erroneous certification, in addition to remedies available to the Minnesota Department of Administration, the Federal Government may pursue available remedies, including but not limited to suspension or debarment.

25. Nonvisual Access Standards.

Pursuant to Minn. Stat. § 16C145, the Contractor shall comply with the following nonvisual technology access standards:

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards are not applicable for installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

26. Americans with Disabilities Act (ADA).

Products provided under the Contract must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the Statecan assume the product meets or exceeds the ADA requirements.

27. Entire Agreement.

A written Contract (including the contents of the RFP/Event and the Contractor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Contract.

28. Severability.

If any provision of the Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

29. Assignment.

The Contractor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

30. Survivability.

The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees. Software licenses, warranty, maintenance agreements and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.

31. Performance While Dispute is Pending.

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

32. Human Rights/Affirmative Action.

The State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered contracts and contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review;

and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.34005000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.35525000.3559.

c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. § 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3400 to 5000.3400 to 5000.3400 to 5000.3400 to 5000.3600 are available upon request from the contracting agency.

33. Equal Pay Certification.

If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at <u>compliance.MDHR@state.mn.us</u>.

34. Usage Report.

Contractors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities broken down by:

- State agencies
- CPV members (if applicable)
- Failure to provide these reports may result in Contract cancellation. The following reporting frequency is required, at a minimum:
- Annually, or as requested
- Final report after the end of the Contract

35. Hazardous Substances.

To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.

36. State Requirements for Energy Star Compliant Products.

The Contractor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding whether a product is in compliance with the Energy Star Standards. The Contractor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance with the Energy Star Standards. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the Statecan assume the product meets or exceeds the Energy Star Standards. Standards.

37. Copyright.

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or not copyrighted composition, secret process, patented or not patented invention, article or appliance furnished or used in the performance of the Contract.

38. Organizational Conflicts of Interest.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contractor's objectivity in performing the work is or might be otherwise impaired; or
- the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the AMS, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "AMS" modified appropriately to preserve the State's rights.

39. Notice to Contractors.

Pursuant to Minn. Stat. § 270C.65, subd. 3, Contractors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contractor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

40. Intellectual Property Indemnification.

The Contractor warrants that any materials or products provided or produced by the Contractor or utilized by the Contractor in the performance of this Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contractor. The Contractor, at its own expense, shall indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contractor's opinion is likely to occur, the Contractor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contractor, upon written request of the Contractor and at the Contractor's expense. This remedy is in addition to any other remedy provided by law.

41. Products Containing Certain Types of Polybrominated Diphenyl Ether Banned.

By signing and submitting a response to this RFP/Event, Contractor/Responder certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.

42. E-Verify Certification.

By submission of a response for services in excess of \$50,000, the responder certifies that as of the date of services performed on behalf of the State, the responder and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minn. Stat. § 16C.075. In the event of contract award, the Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on our OSP Website. All subcontractor certifications must be kept on file with the Contractor and made available to the State upon request.

43. Products Containing Triclosan Banned.

By signing and submitting a response to this solicitation, Contractor/Responder certifies that their products offered and sold under a State contract do not contain triclosan pursuant to the State Sustainability Plan that is required by Executive Order 11-13 and detailed in the Updated Model Sustainability Plan Targets adopted by the Inter-agency Pollution Prevention Advisory Team on February 28, 2013.

44. State's Non-indemnification.

Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contractor, Contractor's subcontractors, or Contractor's agents. This shall extend to all agreements related to the subject matter of this RFP, and to all terms subsequently added, without regard to order of precedence.

45. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

46. Administrative Fee.

On a quarterly basis, the Contractor shall return to the Department of Administration, Materials Management Division, a fee of 1% (.01multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Contract. The fee shall be remitted to the State within 30 days of the end of the quarter. The quarter periods are January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31 of any given year. The Contractor must provide a report detailing the total sales to State agencies and CPV members. The report must be submitted with the check on or before the required 30 days after the end of the quarter.

47. Administrative Personnel and Changes. As Negotiated.

The Contractor must notify the AMS of changes in the Contractor's key administrative personnel, in advance and in writing. Any employee of Contractor, who, in the reasonable opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contractor. If an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contractor shall have 10 working days in which to fill the vacancy with an acceptable employee.

48. Contractor Personnel and Project Management.

If the need arises to add to or remove any of the Contractor's personnel, whether permanently or temporarily, the Contractor must provide written notification two (2) weeks in advance to the Acquisition Management Specialist. This notice is only required if the change is for more than ten (10) consecutive work days excluding normal vacation leave. If the Contractor is adding personnel, the written notification should include the proposed individual's name and his or her resume. If the AMS does not approve the proposed change(s), the AMS will respond in writing within two (2) weeks.

49. Funding Out Clause.

Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The State must provide the Contractor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contractor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contractor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.

50. Cooperative Purchasing Venture (CPV) Members.

The Contract will also be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each holds individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State Web site: www.mmd.admin.state.mn.us.

The Contractor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications.

51. Award of Related Contracts.

In the event the State undertakes or awards supplemental Contracts for work related to the Contract or any portion thereof, the Contractor shall cooperate fully with all other Contractors and the State in all such cases. All contracts between subcontractors and the Contractor shall include a provision requiring compliance with this section.

52. Buying "Off" Contract.

This Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar goods and services from other vendors.

53. Additional Items.

The State reserves the right to add additional items or related technology through a duly executed amendment to the Contract.

54. Award of Successor Contracts.

In the event the State undertakes or awards a successor Contract for work related to the Contract or any portion thereof, the current Contractor shall cooperate fully during the transition with all other Contractors and the State in all such cases. All Contracts between subcontractors and the Contractor shall include a provision requiring compliance with this section.

55. IT Accessibility Standard.

The State of Minnesota requires all information and communication technology (ICT) products or services to support the <u>Minnesota IT Accessibility Standard</u>. The standard, effective September 1, 2010, entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508. <u>Select this link to view a PDF of the standard</u>. All contracted products and services must include documentation of how they support the standard.

The Standards apply to Web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

Product Accessibility Information. By law, the State of Minnesota buyers MUST make purchasing decisions based on the accessibility of applicable IT products. The State of Minnesota buyers go to your web site to select IT products. In order for our buyers to make these decisions, they need information about the accessibility of IT products, which is achieved by reviewing a Voluntary Product Accessibility Template (VPAT[®]). <u>Download the 508</u> <u>VPAT v2.3 (Word)</u> or visit the <u>ITIC VPAT page</u> to review the available VPATs[®].

The State is not requiring product accessibility information for all products on your Web site. Accessibility information is only required for IT products that are available for purchase under state contract.

As you add new products to your catalog, the State will require valid VPATs[®] for each product. After the first six (6) months of the Contract, the State reserves the right to suspend or cancel the Contract if new product accessibility information is not available when added to the contract. Describe how you will clearly identify product accessibility information.

56. Subcontractor Payment.

In accordance with Minn. Stat. § 16A.1245, the Contractor shall, within ten (10) days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor is required to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contractor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

57. Purchasing Cards.

Contractors will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase limit is \$5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

58. Printers and Multi-Functional Devices.

The Contractor must indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content. If marketing material is silent about using recycled content paper, the Contractor agrees that the product meets or exceeds the State's requirements.

59. Reseller/Agent Compliance.

The Contractor will either sell direct or may utilize a defined list of Reseller/Agent(s). The Reseller/Agent(s) are agents of the Contractor, not the State. The Contractor must have a training program and also a contractual agreement with these defined Reseller/Agent(s). Such training and contractual agreement must include but is not limited to, Reseller/Agent's responsibilities and compliance with applicable State and Federal laws, including but not limited to, the Minnesota Government Data Practices Act, FERPA, HIPAA, Worker's Compensation etc. The Contractor is liable and responsible for its Reseller/Agent(s) compliance with such laws. Contractor Vendor is also responsible and liable for its Reseller/Agent(s)' compliance with the specifications, warranties, and requirements contained in the written contract between the Contractor and the State. All sales initiated by a Reseller/Agent must be clearly defined in the State's required reports, including but not limited to administration fees payable to the State.

60. Professional/Technical (P/T) Services.

For State Agencies only - "Professional or technical services" means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation, and result in the production of a report or the completion of a task (Per Minn. Stat. § 16C.08.).

Professional/Technical Services must be related to the equipment and/or software purchased from this Contract, or a Contract with the same scope, and is limited to \$25,000 per project. The State reserves the right to modify this limit during the life of the Contract. Based on the size, scope and complexity of the project, the State (Department of Administration, Office of State Procurement) reserves the right, on a case by case basis, to approve dollar limits exceeding \$25,000 per project. Professional/Technical Services above the \$25,000 limit must be related to the said project. Agencies must complete a Professional/Technical two signature work order document, enter a Master Work Order (MWK doc type) in the SWIFT Contract Entry module, process a Work Order Certification Form, and create a SWIFT Purchase Order against the MWK Contract for the complete order: equipment and P/T Services.

61. Non-Professional Services.

For State Agencies, there will be a ceiling of \$25,000.00 per project. The State reserves the right to change this value at any time or grant a written exception to the Agency by State Contract Administrator.

62. Order Requirements.

The terms and conditions of the contract shall govern all orders issued. Ordering entities will be required to incorporate by reference the terms of the resulting contract into any purchase order or other related ordering document. Except for product or service descriptions, quantities, pricing, and delivery instructions, or as agreed in an ordering document signed by both parties, all terms included in any ordering document are void and of no effect. Any modification or amendment to this contract must be in writing and signed by the Contractor and the State.

63. Diverse Spend Reporting.

If the total value of your Contract may exceed \$500,000, including all extension options, you must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the contract is in effect.

64. Security and Data Protection.

Contractor is responsible for the security and protection of State data subject to and related to Cloud Services in this Contract/Agreement. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract/Agreement, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract/Agreement.

For the purposes of this Security and Data Protection section, the following terms have the following meanings:

"Cloud Services" includes "cloud computing" as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at:

<u>http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf</u>) and any other software, hardware, hosting service, subscription, or other service or product by which Contractor stores, transmits, processes or otherwise has access to State data.

"State" means the State of Minnesota, or a cooperative purchasing venture ("CPV") member when the CPV member is the purchasing entity (if CPV purchases are permitted under this Contract/Agreement).

"Data" has the meaning of "government data" in Minnesota Statutes section 13.02, subdivision 7.

"Not public data" has the meaning in Minnesota Statutes section 13.02, subdivision 8a.

"Security incident" means any actual, successful or suspected: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of State data; (2) interference with an information system; (3) disruption of or to Contractor's service(s); or (4) any similar or related incident.

"Privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; and/or breach of a contractual obligation to protect State data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of State data protected by such State or federal laws or by contract.

a. Data Ownership. The State solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all State data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to State data.

Contractor will only use State data for the purposes set forth in the Contract/Agreement. Contractor will only access State data as necessary for performance of this Contract/Agreement. Contractor will not access State user accounts except to respond to service or technical problems or at the State's specific request.

All State data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the State by the Contractor upon request or upon completion, termination or cancellation of the Contract/Agreement. The foregoing sentence does not apply if the State Chief Information Security Officer or delegate authorizes in writing the Contractor to sanitize and/or destroy the data and the Contractor certifies in writing the sanitization and/or destruction of the data. Within ninety days following any remittance of State data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense.

In the event Contractor receives a request to release any State data, Contractor must immediately notify the State's data practices compliance official. The State will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with the State's instructions. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data by Contractor.

b. Notification of Incidents. If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any State data, Contractor must report such incident to the State and the State Chief Information Security Officer as soon as possible, but no later than twenty-four (24) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of the State. Notwithstanding anything to the contrary in this Contract/Agreement, Contractor will indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any State data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend the State under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State data.

<u>c. Security Program.</u> Contractor will make best efforts to protect and secure the State data related to this Contract/Agreement. Contractor will establish and maintain an Information Security Program ("Program") that

includes an information security policy applicable to any and all Cloud Services ("Policy"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT").

Upon the State's request, Contractor will make its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contractor's security practices and policies. Unless inconsistent with applicable laws, Contractor and the State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minnesota Statutes section 13.37.

<u>d. Data Management.</u> Contractor will not use State data, including production data, for testing or development purposes unless authorized in writing by the State Chief Information Security Officer or delegate. Contractor will implement and maintain procedures to physically and logically segregate State data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate.

<u>e. Data Encryption.</u> Contractor must encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to State data. Contractor will secure and protect all encryption keys to State data. Encryption keys to State data will only be accessed by Contractor as necessary for performance of this Contract/Agreement.

<u>f. Data Storage.</u> Contractor warrants that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

g. Data Center and Monitoring/Support Locations. During the term of the Contract/Agreement, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States, (2) store, process and transmit State data only in the continental United States, and (3) locate all monitoring and support of all Cloud Services only in the continental United States. The State has the right to on-site visits and reasonable inspection of the data centers upon notice to Contractor of seven calendar days prior to visit.

h. Security Audits & Remediation. Contractor will audit the security of the systems and processes used to provide any and all Cloud Services, including those of the data centers used by Contractor to provide any and all Cloud Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with 2016; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide to the State a copy of the Contractor Audit Report.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by Contractor, in a commercially reasonable timeframe.

<u>i. Subcontractors and Third Parties.</u> Contractor warrants that no State data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under this Contract/Agreement that apply to Contractor with respect to such data.

j. Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.

<u>k. Remedies.</u> Contractor acknowledges that the State, because of the unique nature of its data, would suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, the State will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the State.

<u>I. Business Continuity.</u> Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Contract/Agreement shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

Any term or condition that allows the Contractor to terminate the Contract/Agreement for any or no reason (i.e., termination for convenience) is null and void. In the event of termination or cancellation of this Contract/Agreement for any reason, the Contractor shall continue to provide any then-existing Cloud Services for as long as the State needs to transfer its data, software and other assets to an alternate service or service provider. After any such termination or cancellation, the State may purchase the continuing Cloud Services at the pricing in effect prior to such termination or cancellation. The fee for any such purchase shall be prorated for the period of time needed, as determined by the State, and shall be reduced by the amount paid for Cloud Services that were not used prior to such termination or cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to the State any unused portion of payments for Cloud Services.

<u>m. Background Checks.</u> Contractor represents that it has conducted and will conduct background investigations into all of Contractor's agents, employees, and subcontractors that will provide Cloud Services to the State. Such background investigations must have been or will be conducted by investigating local, state and federal criminal records, local, state and federal civil case records, and employment references.

If any provision of this sub-section is found to violate any applicable laws, rules, or State policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and State policies.

n. Secure Coding. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the OWASP top 10.

65. Compliance with Data Privacy and Security Laws and Standards.

Contractor must comply with all requirements, restrictions, and conditions that apply to the Office of MN.IT Services in the July 1, 2015, Amended MNsure Data Sharing Agreement, currently available at https://www.mnsure.org/images/MNIT-MNsure-data-sharing-agreement-2015-07.pdf, and as amended. This document, as amended, is fully incorporated herein.

Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPAA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPAA Privacy Rule, HIPAA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3, dated 8/4/2014, including, but not limited to, conducting FBI fingerprint background checks on all of Contractor's agents, employees, and subcontractors that have or will have access to Criminal Justice Information ("CJI").

Contractor acknowledges that for the purposes of this Contract/Agreement when storing, processing, transmitting or otherwise accessing State date subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interests" in State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor shall use State data only for the purpose of fulfilling its duties under the Contract/Agreement and it will not monitor or share such data with or disclose it to any third party except as provided for in this Contract/Agreement, as required by law, or as authorized in writing by the State. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Contract/Agreement, as required by law, or authorized in writing by the State. Contractor agrees, upon request, to provide the State with a written summary of the procedures Contractor uses to safeguard State data.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the then most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this subsection, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), Glossary of Terms, Abbreviations, and Acronyms, Version 3.0, January 2014, currently available online at: <u>https://www.pcisecuritystandards.org/documents/PCI_DSS_Glossary_v3.pdf</u>.

Contractor shall comply with IRS Publication 1075, Exhibit 7, which is incorporated herein.

For the term of this Contract/Agreement, Contractor will maintain a provisional Authority to Operate (ATO) at the Moderate Level from the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) or Federal Agency for any and all Cloud Services provided under this Contract/Agreement.

For the term of this Contract/Agreement, Contractor will maintain an ISO 27001 Certification for any and all Cloud Services provided under this Contract/Agreement.

66. Survivability of Orders.

In the event the term of any order, rental or Professional/Technical Services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

67. Contractor's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any preinstallation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

68. Security Disclosure to CPV Members.

As part of any Contractor's proposal/quote and prior to purchase, the Contractor must provide written notice as set forth herein to any Cooperative Purchasing Venture (CPV) entity purchasing cloud services. The notice must state that the State makes no assurance of the security and protection of their data in the Cloud Computing environment. The State encourages entities to conduct their own risk analysis prior to using this Contract. The written notice must be acknowledged by the entity to the reseller who must retain the acknowledgement for a minimum period of three (3) years after the purchase. The acknowledgement, or copy, must be made available to the State, including the Office of MN.IT Services, upon ten (10) days prior written request. The State has developed the written notice document, which is attached herein as Minnesota Exhibit B. The Contractor is not required to provide notice to and obtain signature from the same entity more than once within the term of this contract for a particular cloud service. The Contractor is not required to provide notice to the Office of MNIT Services.

69. Sustainability Reporting.

The Contractor shall register with, and submit reports to, the State of Minnesota Contract Compliance Management System.

The Contractor must submit quarterly reports in a format to be provided by the State. Use of the new CCMS System will apply to vendors' environmental/sustainability reports starting March 1, 2021. On a quarterly basis, the Contractor shall submit their reports within 30 days of the end of the State of Minnesota fiscal quarter. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). Your first quarterly report will be due no later than April 30, 2021.

70. Excessive Installation Charges.

Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity on a "not to exceed" basis prior to the signature of any Order. Actual charges shall be based on the actual expenditures of Contractor or Authorized Dealer, but not to exceed the quoted amount. Freight charges are not allowed, only the excessive installation requirements as stated.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

2. Notice to Insurer.

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota 50 Sherburne Avenue, Room 112 St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in

the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

- 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- 3 Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list_
- State of Minnesota named as an Additional Insured, to the extent permitted by law
- 3.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage.

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

3.3 Workers' Compensation Insurance. Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

\$100,000 – Bodily Injury by Disease per employee\$500,000 – Bodily Injury by Disease aggregate\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

3.4 Network Security and Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

\$2,000,000 per occurrence \$2,000,000 annual aggregate

The following coverage shall be included: State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Exhibit C: Specifications, Duties, and Scope of Work – As Negotiated.

Exhibit C includes the specifications from the Special Terms, Conditions, and Specifications of the RFP and Appendix F from Contractor's response.

C. SCOPE OF WORK

Contractor **MUST** provide Statewide Distribution and Service of the equipment that will meet the needs of State agencies and Political Subdivisions that are members of the State's Cooperative Purchasing Venture (CPV) program. To view a list of current CPV members see <u>http://www.mmd.admin.state.mn.us/process/cpv/CPVMemberList.asp</u>

Contractor will provide, warrant, and offer maintenance services on ALL products included under this Contact.

- The Manufacturer must provide direct un-infringed unlimited USA OEM warranties on the products.
- The Manufacturer's name(s) shall appear on the equipment.
- The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished under this Agreement.
- Delivery, support, warranty, and maintenance may be provided by the Contractor using Agents/Reseller/Agents.
- The Contractor is responsible for the timeliness and quality of all services provided by individual Reseller/Agents.

Contractor and its Agents/Reseller/Agents will be expected to assist Customers in their selection process by:

- 1. Providing Customers with equipment demonstration;
- 2. Best practice information;
- 3. Managed print expertise;
- 4. Specifications;
- 5. Volume capabilities; and
- 6. Technical expertise, including system integration requirements when connecting to an existing network.

Contractors and Reseller/Agents are prohibited from presenting any other terms and conditions to Customers as a condition of fulfilling a Customer order unless specifically requested under the Contract.

D. EQUIPMENT OFFERED

The Contract will be for Digital Black & White and Color Multifunction Devices (MFDs) as listed on Buyers Laboratory Inc.'s (BLI) website.

1. MANUFACTURING STATUS. The manufacturing status may be one of the following:

- a. NEW: Multifunction Devices which have not been used and are currently marketed by the Manufacturer.
- b. FACTORY-PRODUCED NEW MODEL: Multifunction Devices converted to New Model status, which maintains features and/or functions of the previous model and adds new features and/or functions not available on the previous model. A new model has been disassembled to predetermined standard and is given a new serial number.
- c. REMANUFACTURED: Multifunction Devices that "undergo extensive refurbishing after a period of use before they are offered for resale or rental and the features, functions and model number remain the same." Remanufacturing must be done by the OEM, not the Reseller/Agent.
- d. RECONDITIONED (also listed as Refurbished or Rebuilt): Unlike remanufactured units, "reconditioned Multifunction Devices do not undergo extensive refurbishing. Instead, preventive maintenance and a general cleaning is performed before the unit is rented." The following MUST be applied with Reconditioned MFDs:
 - Reconditioning of Multifunction Devices must be done by the OEM, not the Reseller /Agent;
 - When selling Reconditioned MFD, the OEM **must clearly disclose its status** in the offer/quote (**not** in fine print **or** after the fact);
 - Reconditioned and Remanufactured equipment **must** come with a 90-day warranty, at MINIMUM, stating that it is free from defects in material and workmanship;
 - If defects are identified, the Contractor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the Customer;
 - Any and all items failing during the warranty period will be replaced promptly free of charge;
 - Upon significant failure, the warranty period will commence again for a **minimum** of 90 additional days; and
 - Significant failure shall be determined by the AMS.

2. TECHNICAL SPECIFICATIONS.

- a. All equipment **must** be capable of being networked.
- b. Equipment **must** be equipped with the required interface cards and print controllers and be ready to be networked.
- c. The equipment **must** support 1000 base T.
- d. All equipment proposed **must** be IPv6 compatible.
- e. New operating systems, and technologies as they become standard over the term of the Contract, **must** be supported with software and/or hardware upgrades as they become available from the manufacturer.
- f. All devices **must** be able to run with 100% recycled content paper.

3. ENVIRONMENTAL SPECIFICATIONS.

a. REQUIRED:

- i. EPEAT Registration: all MFDs offered must be listed as Silver or Gold on EPEAT registry at time of proposal submission.
- ii. Photoreceptors: photoreceptors must be free of cadmium, selenium, and lead.

iii. All devices must be duplex capable.

b. REQUIRED:

On October 11, 2019, the Environmental Protection Agency (EPA) upgraded the Energy Star[®] Standards from 2.0 to 3.0. See the following link:

https://www.energystar.gov/products/spec/imaging_equipment_specification_version_3_0_pd

i. All devices proposed must be Energy Star® Standard 2.0 certified.

ii. At least 50 % of the devices proposed must be Energy Star® Standard 3.0 certified. The remaining devices must be Energy Star® Standard 3.0 certified within 90 days of contract award. Devices not Energy Star® Standard 3.0 certified within 90 days of contract award will be removed from the contract until certified or replaced with a device that is certified and meets the specifications of the segment.

c. PREFERRED:

- i. Registered as meeting these EPEAT Optional criteria:
- 1) 4.4.2.1 Optional Product upgradeability.
- 2) 4.9.3.2 Optional Manufacturer recycles, or reuses, toner material collected through its cartridge and container take-back program.
- ii. Blue Angel certified.
- iii. **EQUIPMENT ACCESSIBILITY.** A completed VPAT[®] v/2.3 or equivalent must be available to Customers for each and all Standards program products.
- iv. **FIRMWARE.** New equipment must have the most current "Generally Available" firmware installed before delivery.

SERVICE LEVEL AGREEMENTS (SLA). See Exhibit E, SLA.

E. GENERAL SPECIFICATIONS. As Negotiated.

- 1. PURCHASE AGREEMENTS. Customers may purchase offerings as needed. Customers will NOT be required to sign any additional Contractor documents (e.g., Quote, service agreement, etc.). The terms and conditions of Contractor's final award documents will take precedence over any documents presented by Contractor (e.g., Quote, service agreement, etc.). Any Contractor found to be in violation of this Contractual requirement may be held in default of its Contract.
- 2. **EVALUATION PERIOD.** Customers will evaluate the performance of equipment within the first ninety (90) calendar days after installation. If the MFD performance is unacceptable or improperly sized by Contractor for the volume specified, the Contractor agrees to replace the MFD with another Contract MFD to meet the Customer's needs. If the Contractor does not have a replacement that meets the Customer's needs, the Customer may return the MFD and be reimbursed for rental payments made or the purchase price. This will be done at no cost to the Customer for installation and removal. The Contract purchase or rental costs will change to reflect the cost of the new equipment based on the Contract pricing.

Any and all equipment or accessories failing during the evaluation period will be replaced within eight (8) business hours free of charge. Upon significant failure, the evaluation period will commence again for a minimum ninety (90) additional days upon correction of the significant failure. Significant failure shall be determined by the Customer. Customer's signature on a written equipment acceptance document will indicate its acceptance of the equipment and satisfaction of any evaluation periods, except latent defects.

- 3. WARRANTY. Equipment must be installed with a 90-day manufacturer's warranty that the equipment is free from defects in material and workmanship. Warranty will begin after completed installation and final acceptance by the Customer. If defects are identified, the Contractor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the Customer. There will be **no maintenance charge** until the 90-day warranty has expired. Responders are expected to consider 90-day warranty as cost savings when calculating their rental and maintenance packages to the State.
- 4. DELIVERY, SETUP AND INSTALLATION SUPPORT. The Contractor must make every effort to deliver within fourteen (14) calendar days, but in all cases delivery is required within thirty (30) days ARO, unless approved by Customer. The Contractor or its Reseller/Agent must set the device up with Preventive Maintenance notifications turned on and to provide business quality outputs at maximum savings. Any cost saving methods for using the Multifunction Device (MFD) must be set up upon install. The Contractor must return upon request and resolve issues if these features continue to set back to an unacceptable level. The Contractor cannot charge for color copies, when the device has been designated to be installed as black/white (no color). All costs related to delivery, including but not limited to, removal of any packaging material, installation, surge protection, testing, training, software updates, overwrite/encryption, and installation of new hard drive are to be included in the proposal at no additional charge.

See **REMOVAL AND HANDLING OF OLD DEVICES**, **HARD DRIVES**, **AND CONSUMABLES** and **ENVIRONMENTAL SET UP** below for additional specifications.

The Contractor **must** provide any special electrical requirements with its quote regarding any special wiring required when the wiring for equipment is not the normal 110/15 amp, 3-prong, grounded outlet and/or requires a dedicated line. Special wiring and dedicated lines are the responsibility of the Customer to furnish and install.

Contractor **must** work closely with the Customer technical staff to network and install equipment and **must** be onsite if requested. Connectivity service support is to be available to coordinate installation with Customer

personnel and to answer questions and concerns on the equipment installed via phone support at **NO additional cost**.

5. TRAINING. Following installation, the Contractor shall provide training sessions to the user's satisfaction for each MFD placement at NO cost. Training is defined as online, webinar or in person. The Customer will select the type of training desired. Training is to include, but is not limited to, the basic features and functions of the MFD standard functional use of device to networked users, technical staff advisement on networking and security, and associated websites the entity may need to utilize in managing their account. In-person training must be conducted at the Customer's location within two (2) working days of installation or at the request of Customer. Provide description of training options available and a link to any website(s) utilized for training. Follow up or advanced training must be provided upon request of the Customer at NO additional cost.

The Contractor will provide tools such as online decision trees and training seminars to assist Customers in developing best practices for training. Upon request by Customer, training materials will be provided in an accessible format or interpreters will be provided at **NO additional cost**.

6. **ONGOING SUPPORT**. Service support personnel, knowledgeable in digital equipment and in networking equipment, will be required to provide all necessary maintenance and repair. Software updates and upgrades **must** be included at NO additional cost. Contractor's technical staff must communicate and coordinate with customer's technical staff when updates and upgrades are available. Contractor's technical staff will be available to assist customers with installation of updates and upgrades for manufacturer's software and firmware at NO additional cost, when necessary.

The Contractor **must** provide information on call center locations, technical support that will be provided. Provide contact information for after-hours support, provided 24 hours a day, seven days a week (24/7).

Contractor **must** provide parts and supplies for equipment proposed for a minimum of seven (7) years from the begin date of purchase or rental of equipment. Contractor **must** notify Customer and AMS within ten (10) days when an "End of Life" date has been established by Manufacturer for equipment models.

Agencies and CPV members may require dedicated certified technician(s) to serve larger locations.

- 7. **THIRD PARTY SOFTWARE.** Contractor will be responsible for on-going support, updates and upgrades of any thirdparty software included with MFDs. Contractor's technical staff, knowledgeable in digital equipment, networking equipment, and the third-party software will be required to provide support as necessary. Software updates **must** be included at **NO additional cost**. Contractor's technical staff **must** communicate and coordinate with Customer's technical staff when updates and upgrades are available. Contractor's technical staff will be available to assist customers with installation of updates for third-party software at **NO additional cost**, when necessary.
- 8. **LEMON.** Any equipment that fails to operate in accordance with the Manufacturer's published performance specifications four (4) times in any four-week period or is subject to documented recurring problems shall be **replaced** with a new device at **NO cost** to the Customer. Replacement unit must meet the requirements of the original equipment. The AMS will review Customer requests for the application of this clause and will make a determination regarding its use.

This clause applies to all equipment purchased or rented through this Contract. The application period is up to thirty-six (36) months from the date of installation. **This clause takes precedence over any other warranty or service maintenance clauses associated with this Contract**. For purchased devices, Customers **must** maintain an uninterrupted maintenance agreement with the Contractor for the Lemon Clause to apply past the initial 90-day warranty period.

Failure to comply with the requirements of this clause may be grounds for default.

- 9. CONTRACTOR NON-PERFORMANCE. If the Contractor is found to be deficient in any contractual obligation, the Contractor will be required to remedy the problem to the satisfaction of the Customer and with the approval of the AMS, which may include, but not be limited to the removal and replacement of the equipment with new like equipment, negotiating a discount from the invoice, or cancellation of rental agreement. Continual Contractor performance issues may result in the Contractor being held in default of their State Contract.
- 10. EQUIPMENT RELOCATION/TRANSFER: The Contractor will provide relocation services at NO charge for relocations less than 50 miles.
 - a. Upon completion of relocation, Contractor will provide a preventive maintenance service call if needed or requested.
 - b. For Customer self-moves, **NO removal or installation charges will be billed** and **NO other fees shall apply**.
 - c. The Contractor is responsible for repairs that may be required following any relocation performed by the Contractor or its Reseller/Agent.
 - d. State will allow flat fee charges for moves of 50 miles or greater.
- 11. **CONTRACT AMENDMENTS**. State may add additional maintenance models, segments, products, services and/or related technology via duly executed amendment to the Contract by the two parties.
- 12. **RENTAL AGREEMENTS.** Customer purchase orders will serve as the Rental Contract agreement. **Customers will NOT be required to sign any additional Contractor or its Reseller/Agent's documents (e.g., Quote, service agreement, etc.** The terms and conditions of Contractor's final award documents will take precedence over any documents presented by Contractor or its Reseller/Agent (e.g., Quote, service agreement, etc.). Any Contractor found to be in violation of this Contractual requirement may be held in default of their Contract.
 - RENTAL AGREEMENT PERIOD: The rental period begins on the date when the MFD is completely installed to the Customer's satisfaction. Rental plans are to be available for 12, 36, 48 and 60 months with each commencing on the date of installation. Maintenance costs will be separate from and NOT included in the rental rate/fee and will be based on a "cost per copy", "low", or "high" basis. All prices/charges under this Contract will be consistent regardless of procurement method.
 - ii. **SHORT-TERM RENTALS:** Short-Term rentals of new, used, refurbished or demo equipment may be put in place for a term not to exceed twelve (12) months. Short-term rental equipment may be demo, used, or refurbished but must be in good operating condition. Short-term rentals will be on an "as-needed" basis and pricing will be negotiated by Customer and Contractor on a case by case basis. Extensions may be granted by the AMS for periods up to six (6) months and must be requested in writing thirty (30) days prior to expiration.
 - iii. RENTAL EXPIRATION/RENEWAL: The Contractor will send email notification of the pending end of term at ninety (90) days and again at sixty (60) days prior to the end of rental terms. Customers may choose one of the following options at the end of the term:

- Returning the device to the Contractor. Customer shall not be responsible for pickup, shipping, transportation, or cleansing/removing hard drive charges to return the equipment to the contractor.
- Continue the placement, but with a lower mutually agreed-upon monthly rental price or for an additional fixed period of time. The lower price must be quoted to the Statewithin the email notification.
- iv. **EARLY TERMINATION:** It is the State's intention that Customers complete the terms of each rental as agreed. Customers that wish to terminate a rental plan due to reasons not defined in the Funding Out clause may do so with thirty (30) days' notice.

Customer shall not be liable for any amount remaining on the rental period if the reason for early termination of rental is due to documented Contractor non-performance, over a period of more than three (3) months including, but not limited to, ongoing, reoccurring, unresolved problems/issues with the equipment or service; misrepresenting the Contract; not meeting uptimes; misrepresentation of product, accessories or software.

Termination charges **will not apply** to those rental plans when upgrading or downgrading models by the same Manufacturer. The Contract Administrator reserves the right to negotiate the terms of early termination.

v. **UPGRADE/DOWNGRADES**. For rental equipment, at each 12-month increment during the rental period, the State reserves the right to re-evaluate a Customer's equipment needs. The Customer is allowed to upgrade or downgrade the MFD at this time. The State's estimate of the upgrade/downgrade for the entire enterprise will not exceed two (2) percent. It is the responsibility of the Contractor to track and report upgrades/downgrades to the State in its quarterly report.

13. SECURITY SPECIFICATIONS.

- a. Data sanitization (with intent to reuse):
 - Contractor must do data sanitization in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization (<u>https://csrc.nist.gov/publications/detail/sp/800-88/rev-</u><u>1/final</u>), including provision of certificates of lawful disposal. Detail processes for meeting this specification in the Appendix F, Narrative Responses.
 - ii. Contractor must have electronic media overwrite capabilities including automatic overwrite on a per job basis, on–demand, and scheduled. Provide detailed overwrite capabilities in Appendix F.
- b. Within 24 hours of discovery, the Contractor will provide written notification to AMS and State of any electronic media that contained or could have contained Data that has not been properly cleansed while in Contractor's possession.
- c. Contractor will ensure that the proper administrative, physical and technical safeguards are in place to prevent unauthorized access to electronic media that is in the possession of the Contractor, whether such media stored

or could have stored Data. These safeguards are subject to initial and periodic review by the MNIT Security Office.

- d. Within 24 hours of discovery, internal or third-party assessments, audits or inspections of the Contractor's, authorized Reseller/Agents, or agent's environments that identify security weaknesses that did or could have put Data at risk of unauthorized access will be reported to the AMS and Customer in writing.
- e. Contractor will comply with all existing and future Enterprise Security and applicable Customer policies and standards as technology changes.
- f. **Network Security**. Contractor agrees at all times to maintain network security that minimally includes network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor agrees to maintain network security that conforms to one of the following:
 - Those standards that the State of MN applies to its own network, as found at <u>https://mn.gov/mnit/assets/enterprise-network-security-standard_tcm38-323785.pdf</u> and elsewhere;
 - ii. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at <u>http://web.nvd.nist.gov/view/ncp/repository</u>
- g. Upon sale of equipment, Contractor must verify with the Customer the preferred processes for hardware and data security. Processes may include but will not be limited to the following:
 - i. Cleansing the hard drive (overwrite/encryption) and provision of certification that hard drive has been cleansed.
 - ii. Removal and surrender of hard drive to customer.
 - iii. Removal of all asset tags and identification stickers.

Review the following links for examples of Customer security policies that Contractor will be required to meet during the life of the Contract. Most Customers will have their own security policies and Contractor must familiarize themselves with the security policies of their Customers.

State of Minnesota: <u>https://mn.gov/mnit/government/policies/security/</u>

University of Minnesota: https://it.umn.edu/printers-copiers-multifunction-devices

- 14. **REMOVAL AND HANDLING OF HARD DRIVES, OLD DEVICES, AND CONSUMABLES.** The following specifications apply and are in addition to meeting all the EPEAT criteria.
 - a. HARD DRIVE REMOVAL OR REPLACEMENT AND DATA SECURITY

Whenever Contractor removes an MFD (owned or rented), or when a hard drive is replaced for any reason while device is in use by a customer, the following security specifications MUST be met:

- i. The Contractor must cleanse hard drive at **no charge** prior to removal of MFD devices and provide a certificate verifying the hard drive has been cleansed if required by the Customer.
- ii. If a new Contractor is removing and disposing of MFD devices, at the Customer's request, the new Contractor is responsible to either cleanse the drive or remove it and give it to the Customer.
- iii. If the incumbent Contractor removes and disposes of the equipment, the Customer will be responsible to work with the incumbent Contractor to secure the hard drive.
- b. The Contractor must comply with MNIT Security Specifications when the Customer is a State agency. Click this link to view State of Minnesota Office of Enterprise Technology, Enterprise Security Information Sanitization and Destruction Standard: <u>https://mn.gov/mnit/images/SEC_S_Information_Sanitization_and_Destruction.pdf</u>
 - i. If the Contractor is unable to cleanse the hard drive up to Customer policy/standards, or if the Customer prefers to destroy its own hard drive, the hard drive will be removed by the Contractor and left with the Customer for secure disposal. There will be **NO FEE** associated with this service.

It is PROHIBITED for a Contractor to charge a Customer for a new hard drive to replace the old hard drive that was removed.

Contractor will be responsible for all claims directly arising out of subsection (a)(i-iii) and (b) (i) above including, reasonable legal expenses for any action taken against the State or CPV Member as a result of the Contractor or its authorized Reseller/Agent improperly securing and/or disposing of hard drives or equipment that were within Contract Vendor's sole possession and control, except to the extent such action is arising out of or caused by the gross negligence or willful misconduct of the State or CPV Member.

- c. REMOVAL OF CUSTOMER-OWNED DEVICES: The Contractor MUST follow these procedures:
 - i. When placing equipment, Contractor is responsible to manage and **must** pick up the Customer-owned MFD/Printer devices regardless of the brand at no charge to customer.
 - ii. Removed devices of Contractor's own brand **must** be taken back and managed per EPEAT requirements.
- d. REMOVAL OF RENTED DEVICES:
 - Rented equipment that still contains electronic media that did or could have once been used to electronically store Data, will NOT be given, sold, or donated to anyone other than the Customer who originally rented the equipment, unless the electronic media has been cleansed according to terms under "HARD DRIVE REMOVAL OR REPLACEMENT AND DATA Page 35 of 68

SECURITY."

- ii. Contractor must remove rental devices within one (1) week of Customer request of removal or Customer agreed-upon date.
- iii. Contractor cannot charge for devices after the inactivation date of the device.

iv.

- e. CONSUMABLES PICK-UP AND RECYCLE: The Contractor MUST follow these procedures:
 - i. Pick up and recycling of toner cartridges and containers, including waste toner containers, is the responsibility of the Contractor, <u>regardless of provided brand</u>. Customers **must** have the ability to return these consumables at **NO extra charge**.
 - ii. When the Contractor provides Customers with consumables, Contractors are required to provide information to Customers on collection programs.

15. ENVIRONMENTAL SET-UP.

- a. ENVIRONMENTAL SET-UP (REQUIRED):
 - i. At installation, Contractor or its Reseller/Agent will set equipment to the most environmentally responsible default settings including, but not limited to, the following:
 - 1. Maximum ENERGY STAR energy savings settings
 - 2. Step mode using snooze/sleep modes
 - 3. Default to duplex
 - 4. Default to black/white (for color devices)
 - 5. Color/toner reduction

b. CONSUMABLES:

- ii. Toner Containers (remanufactured or not) **must** meet or exceed OEM cartridge/container specifications or approved remanufactured toner cartridge/container industry standards established by the Standardized Test Methods Committee (STMC), or the latest guidelines adopted by ASTM International for remanufactured or OEM compatible toner cartridges.
- iii. Toner provided by Contractor **must** be free of carcinogenic, mutagenic, or teratogenic substances.
- iv. Remanufactured toner cartridges and/or containers are preferred.

F. MAINTENANCE

Maintenance service **must** be provided during core business hours for break-fix, preventive, and emergency services. Core business hours are from 7:00 A.M. through 5:00 P.M. C.T., Monday through Friday, excluding State holidays.

1. **RESPONSE REQUIREMENTS.**

- a. The Contractor's engineer or service technician **must** acknowledge the service request and notify the Customer's contact of the expected arrival time of the engineer or service technician within one (1) hour of the initial service request.
- b. The Contractor's Engineer or Technician must be on-site within four (4) hours of placement of service request.
- c. Within eight (8) hours of the engineer or technician arrival on-site, the equipment will be restored to full operating service or loaner will be provided at **NO additional cost** to the Customer.
- d. If the equipment has not been restored to full operation within four (4) hours after the engineer or service technician's arrival, and it appears that it will take longer, the Contractor Service Manager and the Customer **must** discuss all options and should arrive at a solution acceptable to the Customer prior to engineer or technician leaving the site.
- e. These response requirements apply to all service requests.

2. MAINTENANCE PERSONNEL.

- a. All technicians must be factory trained or certified and authorized by the Manufacturer to perform the services.
- b. The Contractor must also have a certified network engineer available during normal business hours to assist agencies in networking problems.
- c. Technicians must be trained in both mechanical and network servicing of devices.
- d. Upon request, for entities with a large number of devices, Contractor must provide to Customer a proposal for on-site maintenance personnel to accommodate Customer's business critical needs. In certain geographical areas with a concentration of several units, it may make sense for both the Contractor and Customer to have a designated technician for the geographical area.

3. EQUIPMENT MAINTENANCE.

a. All equipment maintenance and/or replacement must be ON-SITE, unless otherwise approved by the Customer.

4. FIRST CALL EFFECTIVENESS.

- a. First call effectiveness is measured by the Contractor or Reseller/Agent's ability to remedy an issue on the first service call and that no other service calls are placed for that same issue on that same device within ninety (90) days.
- b. The State requires 97% of first service calls to be resolved within one (1) visit.
- c. The Contractor must provide First Call Effectiveness reports available when requested by the Customer.

5. **PREVENTIVE MAINTENANCE.**

- a. Preventive Maintenance notifications must be turned on upon installation.
- b. With each service visit, the State requires Contractors to adhere to the device preventive maintenance schedule each time the unit is repaired.
- c. Parts should be replaced if at or near their replacement period.

6. EXCESSIVE SERVICE.

- a. Equipment that develops a trend of requiring excessive service calls, as defined in the Definitions section of the RFP/Event, must be reported by the Contractor to the Customer as the situation warrants.
- b. Should the equipment, any accessories or software become inoperable for a period of eight (8) consecutive working hours, the Contractor must, at the Customer's option, provide at no charge a loaner or accessory of equal capability to the non-performing device or piece of equipment while repairs are being completed.
- COMMUNICATION STATUS. Contractor and its Reseller/Agents must provide continued communication regarding downed equipment and network issues. Contractor must provide status updates on a schedule acceptable to Customers.

8. **UPTIME.**

- a. 95% uptime is required for all devices.
- b. For any device that does not meet the 95% uptime requirement for a given month, Customer **may** negotiate remedies on a case by case basis.

9. SOFTWARE UPDATES/UPGRADES.

- a. Contractor is responsible to provide and install software updates/upgrades to Customer at NO additional cost.
- b. Contractor is required to communicate available updates/upgrades to customer as soon as its general availability date.

G. MANUFACTURER CONTRACT ACCOUNT SUPPORT & SERVICE

The State requires a dedicated Contract Account Executive Team for both sales and support.

- 1. **MANUFACTURER CONTRACT ACCOUNT EXECUTIVE TEAM.** Utilizing Appendix C, Manufacturer Account Representatives, Contractor MUST identify by name and location the following members of the account team who will be responsible for the performance of this Contract. Contractor must provide contact names, physical locations, email addresses and telephone numbers. Contractors MUST notify the State of any changes in personnel within five (5) business days.
 - a. Executive Contract Manager. The Executive Contract Manager must be responsible for the following:
 - i. Coordination of all eligible users and the Contractor;
 - ii. Overall coordination of the Contract including, but not limited to, educating the Contractor's team and Reseller/Agents (if applicable) regarding the intricacies of the ensuing Contract; and
 - iii. Relaying changes and clarifications regarding the ensuing Contract to the Contractor's team and Reseller/Agents.
 - b. **Primary Account Manager**. The Primary Account Manager **must** be the central point of contact for the Contractor. The Primary Account Manager is responsible for handling Customer ordering of equipment and services, resolving operational and billing questions, resolving Customer problems/issues, and providing product and technical information and training.
 - c. **Customer Service Manager**. This individual will be responsible for providing services under the Contract, which include, but are not limited to, operational and billing problem resolution, product and technical information and training.
 - d. **Service Manager**. This individual will be responsible for device operational issue resolution and all aspects of service, including but not limited to, service technical allocation, parts inventory, incident follow-up communication, and service-based reporting.
 - e. **Technical Support Manager**. This individual will be responsible for coordination of technical resources tasked with design, installation, and incident resolution regarding technical infrastructure as required by Customer.
 - f. **Reports Coordinator**. The Reports Coordinator is responsible for providing specified reports as requested by Customer.
 - g. Administration Fee Coordinator. The Administration Fee Coordinator is responsible for ensuring that quarterly administration fees are submitted on time and that the fee correctly reflects the amount due as determined by all quarterly sales from the resulting Contract.
- 2. **CONTRACT MANAGEMENT**. The Contractor MUST provide the following under the Contract.
 - a. Problem Resolution Procedures. See Exhibit C for problem resolution procedures.
 - b. **Response Time**. Upon notice of a Contract issue or problem, the Contractor (or appropriate representative) **must** respond to the Customer within 24 hours of receipt. Should resolution extend beyond the first 24

hours, Contractor (or appropriate representative) **must** continue to update the Customer daily until resolution is achieved.

- c. Chain of Escalation. See Exhibit C for chain of escalation.
- 3. **ORDERING**. The State desires an easily understood and trackable ordering process for all entities.
 - a. Contractors must provide an order process that is efficient, easily understood and promotes accurate reporting.
- 4. **RESELLER/AGENTS**. Contractors are responsible for ensuing Contracts and actions/inactions of their authorized Reseller/Agents. In order to best serve the needs of State Agencies and CPV members,
 - a. If the Acquisition Management Specialist determines that an authorized Reseller/Agent is performing unsatisfactorily, the Contractor will receive written notification that the Reseller/Agent can no longer be used for this Contract.
 - b. No subcontract or delegation of work relieves or discharges the Contractor from any obligation, provision, or liability under the Contract.
- 5. **STATEWIDE COVERAGE.** Contractor must provide statewide coverage.
 - i. The Manufacturer **must** name all sales and service team(s) or Reseller/Agent(s) for each county.
 - The State reserves the right to approve or limit all Reseller/Agents and the locations they serve. CPV members may further limit the number of both Manufacturers and/or Reseller/Agents. Agencies and CPV members may require a dedicated certified technician to serve larger locations.
 - iii. State strongly encourages Manufacturers to utilize Targeted Vendors as Reseller/Agent(s).

6. MANUFACTURER CUSTOMER SUPPORT TEAM.

Customer reserves the right to approve all representatives. At the request of a Customer, the State reserves the right to have the Contractor replace the representative. In the event of a request for replacement by the State, the Contractor will replace the representative within two weeks of the request. In the event of Contractor personnel change, Contractor must notify the Customer of any changes by no later than one (1) business day.

H. RESELLER/AGENT

Contractors are responsible to monitor Reseller/Agents to ensure that Reseller/Agents uphold the terms and conditions of the Contract. Repeated infractions of the terms and conditions of a Contractor's Reseller/Agent may be grounds for removal of Reseller/Agent from the Contract and/or default of Contract.

- 1. **APPROVED RESELLER/AGENTS**. Only Reseller/Agents approved by the Acquisition Management Specialist can be used during this Contract. Customers reserve the right to determine which Reseller/Agent(s) they will work with.
- 2. **LOCATION OF SALES & SERVICE PERSONNEL**. Responders must list how many certified technicians will be available to serve this Contract and identify the counties in which they are located.
- 3. **ADDING RESELLER/AGENTS**. Contractor must not, without prior written approval of the Acquisition Management Specialist, subcontract for the performance of any of the Contractor's obligations except those obligations that were already approved for subcontracting when the Contract was awarded. The provisions of the Contract must apply with equal force and effect to all Reseller/Agents engaged by the Contractor and approved by the State.

I. STANDARDS PROGRAM

The Minnesota "Buy-IT" program provides a purchasing mechanism for State agencies and CPV members to purchase standard IT products at the right prices in an efficient manner. The IT products purchased using specially designated State contracts leverages the combined buying power of Minnesota State agencies and CPV members. It is not legal for governmental entities that are not members of the CPV program to purchase from a State contract. Contractors are free to respond to other solicitations with the same prices they offer under a contract, but that is not considered use of the State Contract Price.

The program is only possible through the efforts of inter-agency volunteer teams dedicated to controlling costs for Information Technology. The collaboration of the Office of MNIT Services, the Department of Administration, Office of State Procurement (OSP), and the volunteer teams with a broad base of agency, local government, K-12 and higher education representation (and strong vendor support), have established IT product standards.

- 1. STANDARDS DISCOUNTS. The Standards Program gives vendor(s) the opportunity to offer and maintain deeply discounted standard configuration pricing for products identified by the Standards Program. The State and Contractor will work together to promote use of the Standards Program driving volume to these models. Therefore, the State expects discounts for products listed on the Standards Program will be greater than discounts for products not listed under the Standards Program. Responders should include a statement indicating their commitment to provide deeply discounted standard configurations. Contractor should offer new products and pricing during established "refresh" periods. The State cannot guarantee volume of placements. Contractor's pricing and service may impact their future sales.
- 2. STANDARDS FLEXIBILITY. Standard Configurations will be refined throughout the life of the Contract through the Minnesota Buy-IT Standards Products Program. Minnesota Buy-IT Standards will be used for most purchasing needs. Initial product offerings for standards may be proposed but the State reserves the right to negotiate final products to be included in the Minnesota Buy-IT Standards program. It is expected that Contractor will work with the State to continue refining the Minnesota Buy-IT Standards as technology evolves and usage trends are clearly defined.
- 3. **STANDARDS SALES AND MARKETING**. Contractors and their Reseller/Agent(s) shall commit to selling Minnesota Standards, unless discussion with the Customer clearly demonstrates the need to deviate. Contractor will be required to report the percentage of sales of standard vs. non-standard equipment quarterly.
- 4. **REFRESHES AND PRICING**. Products and standards are refreshed (updated) as needed. The refresh process is critical to providing a set of standards that are in sync with the overall industry and adequately reflect the needs of the users who rely on these standards. Pricing may be set by Contractor at each refresh and may be adjusted monthly. The Buy-IT website is updated with new prices on the first of every month. Downward price changes are automatically approved. Upward price changes are subject to approval and are typically only allowed when the entire industry experiences a significant event that affects pricing for all Contractor.
- 5. **NON-STANDARDS SALES**. Request for purchase of non-standard products or options are subject to review. The Contractor must submit the BLI Specification Sheet along with a quote to verify the Contract price.

Current product standards may be viewed at http://mn.gov/buyit/hardware/standards/itproduct_standards.html

J. INVOICING

- 1. **STANDARD FORMAT**. An invoice to include the following fields will be developed with the awarded Contractor. The Contractor must be able to provide customized invoicing within thirty (30) days of request in an Excel format designed to meet the Customers' needs. Summary type invoicing and reports must be provided and available electronically. Contractor will be required to provide sample invoice before execution of a contract. Sample invoice must contain, at a minimum, the following information and will be attached the Contract:
 - a. Customer Name
 - b. PO Number
 - c. Invoice Number
 - d. Contract Number
 - e. Equipment Type base configuration and accessories listed separately
 - f. Equipment Identification Number or Serial Number
 - g. Quantity
 - h. Equipment Location
 - i. Pricing List Price, Contract Discount, Price after Discount, Click charge, Amount of Clicks
 - j. Rental Term (if applicable)
 - k. Monthly Rental Fee or Purchase Price base configuration with accessories listed separately
 - I. Starting and ending meter reads and number of copies made per billing cycle
 - m. Maintenance Fee
 - n. Trade-in or removed equipment, including brand/model and serial numbers on the initial invoice. Must detail negotiated credit for trade-in, if applicable.
- 2. **METER READINGS**. Contractor's solution must include an option to allow for electronic collection or input of meter readings by Customers.
- 3. ACCURATE INVOICING. The Contractor must provide accurate invoicing based on monthly or quarterly meter readings of installed equipment. Estimated billing is NOT acceptable. Contractors must adhere to all tax codes, local and State, as they relate to specific customers.
- 4. **COPY CREDIT**. The Contractor must make arrangements for copy credit to allow for device malfunction and to compensate for extra meter clicks when service representatives make copies in servicing or preparing the device.
- 5. **ONLINE TOOLS**. The State desires Contractors to utilize the Internet and online tools to maximize the efficiency and accuracy of invoicing. As an option, online tools need to be available and accessible if desired by a Customer.
- 6. **SUMMARY INVOICING**. The Contractor must offer the option of summary invoicing.
- 7. QUARTERLY BILLING. Upon request from the Customer, Contractor will provide quarterly billing.

K. REPORTING

The Contractor MUST provide the Department of Administration, the Office of MNIT Services, Minnesota Pollution Control Agency (MPCA), and agencies/CPV members with reports quarterly (or at other agreed-to periods). All reports shall be accessible and device readable. Contractor will be provided with specific report requirements and templates for required reports. The format, requirements, and other specifics about the reports may be modified after consultation with the awarded Contractor. Contractor will be expected to meet with the State periodically to review reports and the Contract. Contractor MUST combine all Reseller/Agent data into a single report for the State.

- 1. **REQUIRED REPORTS**. Quarterly reports will be delivered to the Department of Administration, Office of MNIT Services, Minnesota Pollution Control Agency, and other Customers upon request. These reports may include, but are not limited to:
 - a. Sales Report for all sales to all Customers over the reporting quarter indicating Manufacturer name, serial number, product description/part number, EPEAT level, and purchase price. Each device must be identified as standard/non-standard and in which standard category/segment it fits. The report will include the customer name, customer department/location, and whether the customer is a state agency or CPV member. It will also include the installation date, invoice date, invoice number, and the PO number used for the purchase. This report will be utilized to calculate any cumulative discounts and record percentage of Minnesota Standards equipment placed.
 - b. Rental Report for all active rentals to all Customers over the reporting quarter indicating Manufacturer name, serial number, product description/part number, EPEAT level, and monthly rental cost. Each device must be identified as standard/non-standard and in which standard category/segment it fits. The report will include the customer name, customer department/location, and whether the customer is a state agency or CPV member. It will also include the installation date, the rental term (duration), invoice date, invoice number, period the invoice covers, the invoice amount, and the PO number used for the rental. This report will be utilized to calculate any cumulative discounts and record percentage of Minnesota Standards equipment placed.
 - c. **Maintenance Report** indicating serial number and total maintenance charge for all MFDs installed with maintenance plans. The report will include the customer name, customer department/location, and whether the customer is a state agency or CPV member. It will also include the invoice date, invoice number, time period the invoice covers, the invoice amount, and the term (duration) of the maintenance.
 - d. Upgrades, Downgrades and Early Termination Report identifying all upgrades, downgrades and early terminations. Must include customer name, the serial numbers of both the multifunction device removed and the multifunction device installed along with any additional notes. Contractor is required to track and report to the State all upgrades/downgrades and early terminations and the corresponding percentage as it relates to the total enterprise and the individual entity.
 - e. End of Life Management Report identifying the disposition of all end-of-life activities for major equipment and toner cartridges managed under the contract. Must include the type of equipment, quantity, the type of action taken (e.g., reused, recycled, disposed), whether the customer is a state agency or CPV member, and an optional reporting of the total weight of the product(s).
 - f. **Summary Report** is a one-page recap report to summarize the contents of other reports. This will include all total charges for the reporting period broken out by sales, rental charges, and maintenance charges. The report will total all new device placements for the reporting quarter and the current fiscal year, along with how many of those devices were standard products. It will provide a total of the upgrades, downgrades, and

terminations for the reporting quarter and the current fiscal year. It will include a calculation of the contract administration fees.

- REPORTS TO SPECIFIC CUSTOMERS. Reports to State agencies and CPV members must be available electronically upon request or on a regular periodic schedule as negotiated by the Customer and the Contractor. Custom reports must be provided to the Customer within five (5) working days of request. These reports may include, but are not limited to:
 - a. **Customer Reports** By customer, report by unit placed including but not limited to:
 - i. Number of service calls placed
 - ii. Excessive service calls
 - iii. Technician visits by device
 - iv. Response time
 - v. First Call Effectiveness
 - vi. Number of phone fixes, duration
 - vii. Uptime % per device
 - viii. Number of copies between service calls
 - ix. Number of preventive maintenance checks completed per device and dates completed
 - x. Number of devices
 - xi. Location of devices
 - xii. Click usage by device
 - xiii. Historical total clicks by device or Customer
 - xiv. Average monthly clicks by device or Customer
 - xv. Installed equipment approaching end of life and end of support
 - xvi. EPEAT certification level of equipment placed
 - b. **Electronic Meter Reporting** Customers desire electronic collection of meter readings to facilitate the online monitoring of usage and maintenance reports.
 - c. **Report Access**. Upon completion of the Contract or in the event the State undertakes or awards a successor Contract, report data must be available for Customers for up to sixty (60) days after end date of the Contract at no additional charge.

d. **Service History**. The service history of a device may be requested at any time by a Customer. If a service history is requested, it must be provided to the Customer within one (1) business day.

L. PRINT ASSESSMENT

The intent of this requirement is that Contractors right-size devices to Customer needs and not oversell.

Customers are working towards a balanced deployment of devices to reduce cost and optimize deployment. If requested, Contractor must work with Customers to develop comprehensive print assessment plans to assist Customers in managing print behaviors. The Customer reserves the right to utilize a third-party print assessment service if desired.

Print Assessment. Contractor should identify who is on their assessment team and where they are located. Contractor will work with Customer to identify the scope of an assessment. New assessment recommendations presented and approved by Customer must be managed and monitored. Activities including but not limited to mapping, planning, delivery, installation, asset tagging, testing, and removal of equipment must be measured and communicated to the Customer at agreed upon intervals (e.g. weekly, monthly, quarterly). In addition, State may require information regarding assessments be reported upon quarterly. Assessment Plans should outline steps for continuous measurable progress. Contractor must assist Customer in creating metrics to manage and change printing behaviors. No extra fees will apply for these services.

Print Assessments may include, but are not limited to, the following:

- a. Detailed print volumes by device.
- b. Maps of current device locations and new device locations and associated volumes for both.
- c. Volume and location data to support proposed "right-sizing" of devices.
- d. Detailed device usage information.
- e. Comparison report of actual costs for existing devices to proposed new device per-page cost.
- f. Potential mix of existing and new device cost savings.
- g. Description of software proposed, why needed, cost benefit.
- h. Total cost savings.
- i. Results of personnel interviews.
- j. Installation Plan.
- k. Specifications/brochures of all proposed devices.
- I. Asset tagging and management.
- m. Organizational change management plan.

TOSHIBA'S NARRATIVE RESPONSE TO RFP

TOSHIBA'S NARRATIVE RESPONSES

ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
ŧ ,-	* V/N	A/A	Provide a brief company history including but not limited to number of years your company has been in business, any buy-outs or mergers along the way and the financial stability of the company.	N/A N/A	Our history began in 1875 when Tanaka Engineering Works became a major supplier of telegraphy devices used in long distance communications and quickly earned the reputation for innovation in developing technologies. Then in 1939, Tanaka Engineering Works merged with Tokyo Electric Company to form Toshiba Corporation, which would later become a leader and pioneer of some of the world's most significant technologies. Toshiba has developed or sold more than 500 major technologies including digital imaging and document management solutions, telegraph machines, MRI technology, air traffic control systems, semiconductors, flat panel displays, disk drives, business telephone systems, and laptop computers. Toshiba America Business Solutions, Inc. (TABS/Toshiba) was incorporated in 1999 as a subsidiary of Toshiba America, Inc. and Toshiba TEC Corporation under the Toshiba Corporation umbrella. The company was formed to take
					advantage of the tremendous growth opportunities available in the digital and color market. Before 1999, TABS was a division of Toshiba America Information Systems.
					On January 1, 2015, Toshiba Business Solutions (USA), Inc. merged with Toshiba America Business

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TOSHIBA'S NARRATIVE RESPONSES

Item	RFD Dage			Comply	
#	#	Section/ Subsection	Specification	Yes/No	Vendor Response
					Solutions, Inc. becoming a division of TABS and
					representing our direct sales channel for distribution and service of our products
					Toshiba has been manufacturing facsimile devices
					since 1946; copiers since 1974; multifunctional
					products since 1997; printers since 2000;
					professional document services since 2000; and
					Managed Print Services since 2003.
2	N/A	N/A	Describe two accounts of similar size and scope.	N/A	Toshiba has held and currently holds comparable
			Detail what works well and what you have learned		contracts with other cooperatives and experience
			from them to improve processes for future		working with multiple states with varying needs.
			accounts.		Examples include multiple statewide buying
					contracts, such as:
					 Statewide Buying Contracts for AZ, AR, FL,
					GA, LA, NC, MN, MS, NY, SC and OH
					 Texas Department of Information
					Resources (DIR); AR (Texas DIR)
					 Cooperative Purchasing Organizations,
					such as:
					 NASPO ValuePoint 3091 with 19 State
					Participating Addendums (PA's)
					 Region 4 Education Service Center, The
					Cooperative Purchasing Network,
					Managed Print Solutions.
					 The Interlocal Purchasing System (TIPS)
					 Massachusetts Higher Education
					Consortium (MHEC) Copiers, Digital
					Duplicators & Fax: Equipment, Supplies &
					Maintenance

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Comply Vendor Response Yes/No	 Board of Cooperative Educational Services (BOCES) Suffolk County; Erie 1 Commonwealth of Pennsylvania's cooperative purchasing program (COSTARS) 	duct N/A Please see Attachment GT20_Toshiba VPAT StofMN Standards for this information. able	lew	nduct neets	or	inged Yes We comply. ts.	he Yes We comply.	Yes We comply.	by Yes We comply.	re Yes Toshiba Agrees.	 Illing a 📔 🔰 🗌
Specification		 Describe how you will clearly identify product accessibility information. Abw easily and quickly will buyers be able 		b. How will you differentiate in your product description whether a product fully meets	standards, partially meets standards, or does not meet standards?	The Manufacturer must provide direct un-infringed unlimited USA OEM warranties on the products.	The Manufacturer's name(s) shall appear on the equipment.	The Contract Vendor(s) agrees to take legal responsibility for the warranty and maintenance of all products furnished under this Agreement.	The Contract Vendor(s) is responsible for the timeliness and quality of all services provided by individual Reseller/Agents.	Manufacturers and Agents/Reseller/Agents are	conditions to customers as a condition of fulfilling a
Section/ Subsection		B. Special Terms, Conditions, and Specifications/IT Accessibility Standard				C. Scope of Work	C. Scope of Work	C. Scope of Work	C. Scope of Work	C. Scope of Work	
RFP Page #		٩				13	13	13	13	13	_
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Item	RFP Page			Comply	
#	#	Section/ Subsection	Specification	Yes/No	Vendor Response
6	14	D. Equipment Offered	The Contract(s) will be for Digital Black & White and Color Multifunction Devices (MFDs) as listed on the Buyers Laboratory Inc.'s (BLI) website.	Yes.	We comply.
10	14	D. Equipment Offered/Tech Worksheets	 2.a Proposals must include equipment offerings in Black & White Segments 2-6 and Color Segments 2-5 by completing and uploading Appendices A (BW Tech Specs) and B (Color Tech Specs) to your response. 	Yes	We have attached this information as Attachments GT3 Appendix_ABW_Tech_Specs and GT3_Appendix_BColor_Tech_Specs.
11	14	D. Equipment Offered/Tech Worksheets	2.b Responder(s) must include a copy of the specification from the most recent issue of the BLI Guide for each model proposed and upload it along with their response.	Yes	We have complied and attached the information in the following attachments: F 11.D.2b_BLI Information Chart F 11.D.2b_BLI Report - Toshiba e-STUDIO4518A F 11.D.2b_BLI Report - Toshiba e-STUDIO5015AC F 11.D.2b_BLI Report - Toshiba e-STUDIO6516AC
12	14	D. Equipment Offered/Tech Worksheets	2.d If the product proposed does not meet or exceed the specifications listed, the Responder must clearly indicate so and identify which specification(s) is not met.	Yes	Toshiba meets or exceeds stated specifications. We have attached this information as Attachments GT3 Appendix_ABW_Tech_Specs and GT3_Appendix_BColor_Tech_Specs.
13	14	D. Equipment Offered/Tech Specifications	3.a All equipment must be capable of being networked.		We comply.
14	14	D. Equipment Offered/Tech Specifications	3.b Equipment must be equipped with the required interface cards and print controllers and be ready to be networked.		We comply.
15	14	D. Equipment Offered/Tech Specifications	3.c The equipment must support 1000 base T.	Yes	We comply.
16	14	D. Equipment Offered/Tech Specifications	3.d All equipment proposed must be IPv6 compatible.	Yes	We comply. All Toshiba equipment offered meets iPv6 standards with the exception of BW1 and C1 units.

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Vendor Response	We comply. Toshiba complies with this requirement	We comply. All proposed Toshiba MFDs are rated Gold or Silveron the EPEAT registry.	We comply.	We comply.	We comply. Toshiba meets both EPEAT Categories: PEAT 4.4.2.1 speaks to Product early Failure Support. Toshiba provides a path for examining Equipment Specs and possible alternative models. EPEAT 4.9.3.2 Speaks to Recycling or Reuse of Toner material. Attached is a report from our Recycling Partner that answers strive to attain metrics in this area, and our attainment. We have included this attachment as F 21.D.4bi Close the Loop EPEAT Rpt.
Comply Yes/No	Yes	Yes	Yes	Yes	N/A
Specification	3.f All devices must be able to run with 100% recycled content paper.	4.a.i EPEAT Registration: all MFDs offered must be listed as Silver or Gold on EPEAT registry at time of proposal submission.	4.a.ii Photoreceptors: photoreceptors must be free of cadmium, selenium, and lead.	4.a.iii All devices must be duplex capable.	 4.b.i Do the proposed products meet EPEAT Optional criteria 4.4.2.1 or 4.9.3.2? Information about EPEAT required and optional criteria for Imaging Equipment can be found here: https://greenelectronicscouncil.org/epeat-criteria/ Click on the link below to view IEEE Standards. You may need to create a free IEEE account, then you can download the PDF of the two Imaging Equipment documents, IEEE 1680.2 and IEEE 1680.2a. IEEE 1680.2 and IEEE 1680.2a. IEEE 1680.2 and IEEE 1680.2a. Provide details.
Section/ Subsection	D. Equipment Offered/Tech Specifications	D. Equipment Offered/ Environmental	D. Equipment Offered/ Environmental	D. Equipment Offered/ Environmental	D. Equipment Offered/ Environmental
RFP Page #	14	15	15	15	15
ltem #	17	18	19	20	21

# #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
22	15	D. Equipment Offered/ Environmental	4.b.ii Are the proposed products Blue Angel Certified? Provide details.	N/A	Blue Angel Label : The Blue Angel Label was initiated by the German government and is awarded by an independent Jury to products and services which are particularly beneficial for the environment in an all-round consideration and which also fulfill high standards of occupational health and safety and fitness for use. The Blue Angel Label is not a US standard; however our products sold into the applicable countries for the most part are Blue Angel certified.
23	15	D. Equipment Offered/ Firmware	 6 New equipment must have the most current "Generally Available" firmware installed before delivery. 	Yes	We comply.
24	15	D. Equipment Offered/ Service Level Agreements	8 Responder must provide a copy of its Service Level Agreement (SLA) which includes but is not limited to the requirements as defined in Sections F. Maintenance, and G. Manufacturer Contract Account Support and Service. The SLA must include processes for completing service calls, along with associated response timelines, process for Customer escalation of a service call, standard hours service is available, optional hours service is available, guaranteed uptime, and Customer remedies if uptimes are not met. SLAs will be subject to negotiation with the State.	Yes	We have included a previously reviewed redline as F 24 D_GO_DOCS-#3465380-previous redline. We have also included our standard SLAs as Attachment GT29_Toshiba Standard SLA.
25	15	D. Equipment Offered/ Service Level Agreements	8 SLA should be provided in editable Word format when uploaded to your response.	Yes	We comply. See above.
26	16	E. General Specifications/ Purchase Agreements	 Customers will NOT be required to sign any additional Contract Vendor documents (e.g., Quote, service agreement, etc.). 	Yes	We comply.

	Vendor Response	We will comply.			We agree															We will comply.			We will comply.					We comply.			We comply.
Comply	Yes/No	Yes			Yes															Yes			Yes					Yes			Yes
	Specification	1 The terms and conditions of Contract Vendor's	final award documents will take precedence over	any documents presented by Contract Vendor (e.g., Quote, service agreement, etc.).	2 Customers will evaluate the performance of	equipment within the first ninety (90) calendar days	after installation. If the MFD performance is	unacceptable or improperly sized by Contract	Vendor for the volume specified, the Contract	Vendor agrees to replace the MFD with another	Contract MFD to meet the Customer's needs. If the	Contract Vendor does not have a replacement that	meets the Customer's needs, the Customer may	return the MFD and be reimbursed for rental	payments made or the purchase price. This will be	done at no cost to the Customer for installation and	removal. The Contract purchase or rental costs will	change to reflect the cost of the new equipment	based on the Contract pricing.	2 Any and all equipment or accessories failing	during the evaluation period will be replaced within	eight (8) business hours free of charge.	2 Upon significant failure, the evaluation period	will commence again for a minimum ninety (90)	additional days upon correction of the significant	failure. Significant failure shall be determined by	the Customer.	3 Equipment must be installed with a 90-day	manufacturer's warranty that the equipment is free	from defects in material and workmanship.	3 Warranty will begin after completed installation and final acceptance by the Customer.
	Section/ Subsection	E. General	Specifications/	Purchase Agreements	E. General	Specifications/	Evaluation Period													E. General	Specifications/	Evaluation Period	E. General	Specifications/	Evaluation Period			E. General	Specifications/	Warranty	E. General Specifications/
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ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response	
		Warranty				
	16	E. General Specifications/ Warranty	 There will be no maintenance charge until the 90-day warranty has expired. 	Yes	We will comply.	
	16	E. General Specifications/ Delivery, Setup, and Installation Support	 4 The Contract Vendor(s) or its Reseller/Agent must set the device up with Preventive Maintenance notifications turned on and to provide business quality outputs at maximum savings. Any cost saving methods for using the Multifunction Device (MFD) must be set up upon install. The Contract Vendor must return upon request and resolve issues if these features continue to set back to an unacceptable level. 	Yes	We comply.	
35	16	E. General Specifications/ Delivery, Setup, and Installation Support	 4 The Contract Vendor cannot charge for color copies, when the device has been designated to be installed as black/white (no color). 	Yes	We comply.	1
36	16	E. General Specifications/ Delivery, Setup, and Installation Support	4 All costs related to delivery, including but not limited to, removal of any packaging material, installation, surge protection, testing, training, software updates, overwrite/encryption, and installation of new hard drive are to be included in the proposal at no additional charge.	Yes	We comply.	[
37	16	E. General Specifications/ Delivery, Setup, and Installation Support	 4 Contract Vendor must notify Customer in advance of any special electrical requirements for equipment when providing a quote. 	Yes	We comply.	
38	16	E. General Specifications/ Delivery, Setup, and Installation Support	4 Connectivity service support is to be available to coordinate installation with Customer personnel and be available to answer questions and concerns on the equipment installed via phone support at NO additional cost.	Yes	We comply.	ı

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ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
39	16	E. General Specifications/ Training	5 Following installation, the Contract Vendor shall provide training sessions to the user's satisfaction for each MFD placement at NO cost. Training is defined as online, webinar or in person. The Customer will select the type of training desired.	Yes	We comply.
40	16	E. General Specifications/ Training	5 Provide description of training options available and a link to any website(s) utilized for training.	N/N	End user training for Toshiba product will be conducted on site immediately after installation for as many users as required. Training will be conducted by members of our local staff who are fully trained on Toshiba products. We also provide instructional tools such as a User's Manual and Operating Instructions. An Operating Instructions poster is available for placement near the device to help walk end-users though the process of performing the more common operating tasks. Website training is located at <u>http://business.toshiba.com/support/#interactive- tutorials</u> .
41	17	E. General Specifications/ Training	5 Upon request by Customer, training materials will be provided in an accessible format or interpreters will be provided at NO additional cost.	Yes	We comply.
42	17	E. General Specifications/ Ongoing Support	6 Software updates and upgrades must be included at NO additional cost.	Yes	We comply.
43	17	E. General Specifications/ Ongoing Support	 Contract vendor's technical staff will be available to assist customers with installation of updates and upgrades for manufacturer's software and firmware at NO additional cost, when necessary. 	Yes	We comply.

ltem #	RFP Page	Section/ Subsection	Specification	Comply Ves/No	Vendor Response
44	17	E. General Specifications/ Ongoing Support	6 Provide information on call center locations, technical support that will be provided.	N/A	Toshiba's Call Center is located in Louisville Kentucky and reached at 1-888-855-1924 for any Service or Supplies issue.
					In addition, the State of MN agencies and CPV clients can receive corporate customer support will be available from 7:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays. End-users can contact our Corporate office for contract information, implementation issues and for customer service.
					With regard to our customer service department, Toshiba's National Dispatch Center is open from 5:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday except company holidays. The Dispatch Center can be reached online via the Global Services Portal, or through Toshiba's toll- free telephone number.
					Corporate and the National Dispatch Center can be reached through the toll-free telephone number (800) 866-4361.
45	17	E. General Specifications/ Ongoing Support	Provide contact information for after-hours support, available 24 hours a day, seven days a week (24/7).	Yes	Toshiba can provide 24/7 access through Toshiba's proprietary Web Portal, a multi-level web-based resource that provides robust reporting and asset tracking, as well as service and supply requisitioning, 24/7, via a secure and convenient website. The website is customized specific to each client during implementation.

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##	NFF Fage #	Section/ Subsection	Specification	Yes/No	Vendor Response
					Should the State wish to have dedicated 24/7/365 service, we can quote this for upon time of request.
46	17	E. General Specifications/ Ongoing Support	 Contract Vendor must provide parts and supplies for equipment proposed for a minimum of seven (7) years from the begin date of purchase or rental of equipment. 	Yes	We comply.
47	17	E. General Specifications/ Ongoing Support	 Agencies and CPV members may require dedicated certified technician(s) to serve larger locations. 	Yes	We will comply as we have on all past contract arrangements for CPV and State departments alike.
48	17	E. General Specifications/ Third Party Software	7 Contract Vendor will be responsible for on- going support, updates and upgrades of any third- party software included with MFDs.	Yes	On-going support, updates, and upgrades of any third-party software included with MFDs will be provided when an active maintenance and support agreement is in place.
49	17	E. General Specifications/ Third Party Software	7 Contract Vendor's technical staff will be available to assist customers with installation of updates for third-party software at NO additional cost, when necessary.	Yes	Technical staff will be available during normal business hours to assist customers with installation of updates for third-party software when an active maintenance and support agreement is in place.
20	17	E. General Specifications/ Lemon	 8 Any equipment that fails to operate in accordance with the Manufacturer's published performance specifications four (4) times in any four-week period or is subject to documented recurring problems shall be replaced with a new device at NO cost to the Customer. Replacement unit must meet the requirements of the original equipment. This clause applies to all equipment purchased or rented through this Contract. The application according to the contract. The application 	Yes	Toshiba agrees, and offers our Total Quality Commitment Policy, which backs each of our products with the best Equipment Performance Warranty in the industry: our Total Quality Commitment (TQC) Program. This is our guarantee that your equipment will perform to specifications during the term of the lease or it will be replaced. This performance guarantee covers: FREE REPLACEMENT : If your Toshiba MFD or its accessories do not operate within Toshiba's
			of installation.		program, and if the equipment cannot be repaired

ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
52	17	E. General Specifications/ Equipment Relocation/ Transfer	10.c The Contract Vendor is responsible for repairs that may be required following any relocation performed by the Contract Vendor or its Reseller/Agent.	Yes	We comply.
53	18	E. General Specifications/ Rental Agreements	12.a The rental period begins on the date when the MFD is completely installed to the Customer's satisfaction.	Yes	
54	18	E. General Specifications/ Rental Agreements	12.c The Contract Vendor will send email notification of the pending end of term at ninety (90) days and again at sixty (60) days prior to the end of rental terms.	Yes	In agencies that have scheduled Business Reviews, upgrade options are discussed with Senior Leadership and not sent to the individual users equipment.
55	18	E. General Specifications/ Rental Agreements	12.d Customer shall not be liable for any amount remaining on the rental period if the reason for early termination of rental is due to documented Contract Vendor non-performance, over a period of more than three (3) months including, but not limited to, ongoing, reoccurring, unresolved problems/issues with the equipment or service; misrepresenting the Contract; not meeting uptimes; misrepresentation of product, accessories or software.	Yes	
56	18	E. General Specifications/ Rental Agreements	12.d Termination charges will not apply to those rental devices when upgrading or downgrading models by the same Manufacturer.	Yes	We agree.
57	18	E. General Specifications/ Security Specifications	13.a.i Contract Vendor must do data sanitization in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization_ (https://csrc.nist.gov/publications/detail/sp/800- <u>88/rev-1/final</u>), including provision of certificates of lawful disposal.	Yes	Toshiba provides Data Sanitization per the NIST Special Publication 800-88 Specification either by the Technician or the trained Driver doing the pickup. And end of Life Certificate with the appropriate signature is filed with the work order requesting equipment removal in the Toshiba Workflow retention system.

tem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
			Detail processes for meeting this specification.		
58	18	E. General Specifications/ Specifications	13.a.ii Contract Vendor must have electronic media overwrite capabilities including automatic overwrite on a per job basis, on-demand, and scheduled. Provide detailed overwrite capabilities.	Yes	Each Toshiba device comes with a Self-Encrypting Drive (SED) that uses Toshiba's proprietary Wipe Technology. The SED encrypts all data on the hard disk using an Advanced Encryption Standard (AES) 256-bit algorithm. Toshiba's Data Overwrite Kit, also standard on Toshiba products, overwrites the hard disk drive (HDD) from 1 to 5 times at the end of each copy, print, scan, or fax job or at regular time intervals to prevent storage of private or confidential data. This overwrite process meets the standards established by the U.S. Department of Defense 5220.22M. These outstanding security features have earned Toshiba's new e-STUDIO series an exceptional Common Criteria Evaluation Assurance Level rating of three (EAL3).
59	18	E. General Specifications/ Specifications	13.b Within 24 hours of discovery, Contract Vendor will provide written notification to AMS and Customer of any electronic media that contained or could have contained Data that had not been properly cleansed while in Contract Vendor's possession.	Yes	Toshiba will make best effort to comply and will notify client as soon as possible once breach is discovered. Toshiba has internal policies and procedures for dealing with security breaches, including notification of clients and any related outside law enforcement entities. Upon identification of a breach, we take the appropriate steps as outlined in our policies. We consider these policies and procedures confidential and we would be happy to share any information pertinent to this account should we be awarded this contract. Per Toshiba response to clarification email on 12.18.19.
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TOSHIBA'S NARRATIVE RESPONSES

policies and procedures for dealing with security breaches, including notification of clients and any related outside law enforcement entities. Upon discovery of uncleansed media, we take the appropriate steps as outlined in our policies. We consider these policies and procedures confidential and we would be happy to share any information pertinent to this account should we be awarded this contract.	Per Toshiba response to clarification email on 1.7.20. Toshiba will comply. Toshiba has internal	policies and procedures for dealing with security breaches of clients and any related outside law enforcement entities. Upon discovery of uncleansed media, we take the	appropriate steps as outlined in our policies including providing written notification to the AMS and Customer within 24hours. We consider these policies and procedures	be happy to share any information pertinent to this account should we be awarded this contract.

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We will comply.
Yes
13.c Contract Vendor will ensure that the proper administrative, physical and technical safeguards are in place to prevent unauthorized access to electronic media that is in the possession of the
E. General Specifications/ Security Specifications
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ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
			Contract Vendor, whether such media stored or could have stored Data. These safeguards are subject to initial and periodic review by the MNIT Security Office.		
61	19	E. General Specifications/ Specifications	13.d. – Within 24 hours of discovery, internal or third-party assessments, audits or inspections of the Manufacturer's, authorized Reseller/Agents, or agent's environments that identify security weaknesses that did or could have put Data at risk of unauthorized access will be reported to the AMS and Customer in writing.	Yes	Toshiba will make best effort to comply and will notify client as soon as possible once breach is discovered Toshiba has internal policies and procedures for dealing with security breaches, including notification of clients and any related outside law enforcement entities. Upon identification of a breach, we take the appropriate steps as outlined in our policies. We consider these policies and procedures confidential and we would be happy to share any information pertinent to this account should we be awarded this contract. Per Toshiba response to clarification email on 12.18.19. Toshiba has internal policies and procedures for dealing with security breaches, including notification of clients and any related outside law enforcement entities. Upon identification of a breach, we take the appropriate steps as outlined in our policies. We consider these policies and procedures for dealing with security breaches, including notification of a breach, we take the appropriate steps as outlined in our policies. We consider these policies and procedures confidential and we enforcement to this account should we be awarded this contract.

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 1.7.20. Toshiba will comply. Toshiba has internal policies and procedures for dealing with security breaches, including notification of clients and any related outside law enforcement entities. Upon identification of a breach, we take the appropriate steps as outlined in our policies including providing written notification to the AMS and Customer within 24hours. We consider these policies and procedures confidential and we would be happy to share any information pertinent to this account should we be awarded this contract. 	We will comply.	We will comply.
	Yes	Yes
	13.f Contract Vendor agrees at all times to maintain network security that minimally includes network firewall provisioning, intrusion detection, and regular third-party penetration testing.	13.g Upon sale of equipment, Contract Vendor must verify with the Customer the preferred processes for hardware and data security.
	E. General Specifications/ Security Specifications	E. General Specifications/ Security Specifications
	19	19
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64	19	E. General	14.a.i The Contract Vendor must cleanse hard	Yes	We will comply.
		Specifications/	drive at no charge prior to removal of MFD devices		
		Removal and	and provide a certificate verifying the hard drive		
		Handling of Hard	has been cleansed if required by the Customer.		
		Drives, Old Devices,			
		and Consumables			

TOSHIBA'S NARRATIVE RESPONSES

ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
65	19	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.a.ii If a new Vendor is removing and disposing of MFD devices, at the Customer's request, the new Vendor is responsible to either cleanse the drive or remove it and give it to the Customer.	Yes	We can do this for Toshiba devices, but are unable to do so for other OEM MFD devices. Per Toshiba response to clarification email on 12.18.19.
					We can do this for all customer owned MFD devices.
66	19	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.a.iii If the incumbent Vendor removes and disposes of the equipment, the Customer will be responsible to work with the incumbent Vendor to secure the hard drive.	Yes	Toshiba agrees.
67	19	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.a.iv The Contract Vendor must comply with MNIT Security Specifications when the Customer is a State agency.	Yes	Toshiba works with the AMS and Departmental/Agency Security to make sure we are following the latest MNIT Security Specifications.
68	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.a.v If the Contract Vendor is unable to cleanse the hard drive up to Customer policy/standards, or if the Customer prefers to destroy its own hard drive, the hard drive will be removed by the Contract Vendor and left with the Customer for secure disposal. There will be NO FEE associated with this service.	Yes	Toshiba agrees.
69	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.a It is prohibited for a Contract Vendor to charge a Customer for a new hard drive to replace the old hard drive that was removed.	Yes	Toshiba agrees.

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70	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.a Contract Vendor will be responsible for all claims including, but not limited to, compensation and legal expenses for any action taken against the State or CPV Member as a result of the Contract Vendor or its authorized Reseller/Agent improperly securing and/or disposing of hard drives or equipment.	Yes	Toshiba agrees.
71	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.b.i When placing equipment, Contract Vendor is responsible to manage and must pick up the Customer-owned MFD/Printer devices regardless of the brand at no charge to customer.	Yes	We will comply.
72	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.b.ii Removed devices of Contract Vendor's own brand must be taken back and managed per EPEAT requirements. Describe Vendor's take-back, reuse, refurbishment, recycling or end-of-life processing plan for devices of other brands that are removed.	Yes	Toshiba complies. For hardware recycling, Toshiba partners with nationwide waste management companies such as Waste Management Recycle America (WMRA) to recycle end-of-life product. WMRA is a company specializing in creating renewable energy from ordinary waste and providing environmentally friendly recycling services wMRA integrates commercial collection services with their landfill disposal services to help control costs and ensure that waste will be disposed of in a manner that meets or exceeds all local, state and federal environmental regulations. Toshiba also partners with SIMS Recycling Solutions (an R2 Certified Electronics Recycler) for recycling its EPEAT-certified MFDs, copiers, printers. MFDs and fax machines. Toshiba offers

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ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
					this same service to leasing companies and other authorized agents that retain ownership of Toshiba branded EPEAT-certified product at the termination of lease agreements as well as from trade-ins or exchange of equipment where the previous product needs to be disposed. At the corporate level, Toshiba partners with many organizations to make it easier for our customers to recycle and donate various products. We partner and participate in several government programs, such as the U.S. EPA's Plug-In to eCycling program and independent programs such as eBay's Rethink Initiative.
73	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.c.i Rented equipment that still contains electronic media that did or could have once been used to electronically store Data, will NOT be given, sold, or donated to anyone other than the Customer who originally rented the equipment, unless the electronic media has been cleansed according to terms under "HARD DRIVE REMOVAL OR REPLACEMENT AND DATA SECURITY."	Yes	We will comply.
74	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.c.ii Contract Vendor must remove rental devices within one week of Customer request of removal.	Yes	We will comply.
75	20	E. General Specifications/	14.c.iii Contract Vendor cannot charge for devices after the inactivation date of the device.	Yes	We will comply.

ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
		Removal and			
		Handling of Hard			
		Drives, Old Devices,			
		and Consumables			
76	20	E. General	14.c.iv Failure to remove a device within one	Yes	We will comply.
		Specifications/	week of Customer request, or Customer agreed		
		Removal and	upon date, may result in removal of the Contract		
		Handling of Hard	Vendor or its Reseller/Agent or both from the		
		Drives, Old Devices,	Contract.		
		and Consumables			
77	20	E. General	14.d.i Pickup and recycling of toner cartridges and	Yes	We will comply.
		Specifications/	containers, including waste toner containers, is the		
		Removal and	responsibility of the Contract Vendor, regardless of		Toshiba agrees to apply this term to all MFD
		Handling of Hard	provided brand. Customers must have the ability to		products only. Printers are not considered part
		Drives, Old Devices,	return these consumables at NO extra charge.		of the MFD Contract and should not be required
		and Consumables			to be part of the disposal program.
					Dar Tachiha rasnonsa to clarification amail on
					Toshiba provides for toner cartridge and waste
					toner receptacle recycling.
78	20	E. General	14.d.ii When the Contract Vendor(s) provides	Yes	We will comply.
		Specifications/	Customers with consumables, Vendors are required		
		Removal and	to provide information to Customers on collection		
		Handling of Hard	programs.		
		Drives, Old Devices,			
		ana consumables			

We will comply.									
Yes									
15.a.i At installation, Vendor or its Reseller/Agent Yes	will set equipment to the most environmentally	responsible default settings including, but not	limited to, the following:	1) Maximum ENERGY STAR energy savings	settings	2) Step mode using snooze/sleep modes	3) Default to duplex	4) Default to black/white (for color devices)	5) Color/toner reduction
E. General	Specifications/	Removal and	Handling of Hard	Drives, Old Devices,	and Consumables				
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ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
80	20	E. General Specifications/ Environmental Set-up	15.b.i Toner Containers (remanufactured or not) must meet or exceed OEM cartridge/container specifications or approved remanufactured toner cartridge/container industry standards established by the Standardized Test Methods Committee (STMC), or the latest guidelines adopted by ASTM International for remanufactured or OEM compatible toner cartridges.	Yes	Toshiba complies.
81	21	E. General Specifications/ Environmental Set-up	15.b.ii Toner provided by Vendor must be free of carcinogenic, mutagenic, or teratogenic substances.	Yes	We comply.
82	22	F. Maintenance	Maintenance service must be provided during core business hours for break-fix, preventive, and emergency services. Core business hours are from 7:00 A.M. through 5:00 P.M. C.T., Monday through Friday, excluding Customer holidays. Provide your service hours and describe your ability to accept service requests outside core business hours.	Yes	Toshiba provides emergency service 7:00 AM – 5:00 PM, M – F to fit any specific customer requirements (excluding Customer Holidays). Toshiba can provide 24/7 access to enter any service requests through Toshiba's proprietary Web Portal.
83	22	F. Maintenance/ Response Requirements	1.a The Contract Vendor's engineer or service technician must acknowledge the service request and notify the Customer's contact of the expected arrival time of the engineer or service technician within one (1) hour of the initial service request.	Yes	We comply.
84	22	F. Maintenance/ Response Requirements	1.b The Contract Vendor's Engineer or Technician must be on-site within four (4) hours of placement of service request.	Yes	We will comply. Measured on average, fleetwide. Per Toshiba response to clarification email on 12.18.19. Toshiba will comply.

Maintenance/ 1.c Within eight (8) hours of the engineer or Yes We will comply.	esponse technician arrival on-site, the equipment will be	equirements restored to full operating service or loaner will be	provided at NO additional cost to the Customer.	
F. Maintenance/	Response	Requirements		
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TOSHIBA'S NARRATIVE RESPONSES

ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
86	22	F. Maintenance/ Response Requirements	1.d If the equipment has not been restored to full operation within four (4) hours after the engineer or service technician's arrival, and it appears that it will take longer to repair, the Contract Vendor Service Manager and the Customer must discuss all options and should arrive at a solution acceptable to the Customer prior to engineer or technician leaving the site.	Yes	We will comply.
87	22	F. Maintenance/ Maintenance Personnel	2.a All technicians must be factory trained or certified and authorized by the Manufacturer to perform the services.	Yes	Toshiba complies. Technicians at all levels are trained and factory certified on the hardware which they will support. Additional certifications and skill level requirements depend on their specific responsibilities, job duties, and assignments. For example, requirements for mid-level service technicians are three or more years of experience in the maintenance and repair of copiers/printers; strong technical and mechanical ability; computer/connectivity competencies and network certifications and outstanding customer service and communication skills. Requirements for senior-level technicians include all of the above but also include computer hardware, software, and network LAN skills, and may include Novell or MSE certification. In addition to the certification training, service technicians stay current with the industry's technology by attending Toshiba service schools, seminars, technical assistance programs
					and other relevant training courses.

ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
88	22	F. Maintenance/ Maintenance	2.b The Contract Vendor must also have a certified network engineer available during normal	Yes	We comply.
			problems.		
89	22	F. Maintenance/	2.c Technicians must be trained in both	Yes	We comply.
		Maintenance Personnel	mechanical and network servicing of devices.		
06	22	F. Maintenance/	2.d Upon request, for entities with a large	Yes	Toshiba may place technicians onsite to handle
		Maintenance	number of devices, Contract Vendor(s) must		immediate issues that may arise as appropriate.
		Personnel	provide to Customer a proposal for on-site		The requirement and potential placement of
			maintenance personnel to accommodate		onsite technicians will be determination once fleet
			Customer's business critical needs.		requirements and Service Levels are finalized.
			Provide details of on-site maintenance personnel		
			programs your company has provided including but		
			not limited to: number of personnel provided on-		
			site, customer size, details of how the program was		
			operated, and if the program was successful.		
91	22	F. Maintenance/	3.a All equipment maintenance and/or	Yes	Toshiba complies.
		Equipment	replacement must be on-site, unless otherwise		
		Maintenance	approved by the Customer.		
92	22	F. Maintenance/	4.b The State requires 97% of first service calls to	Yes	We will comply.
		First Call	be resolved within one (1) visit.		
		Effectiveness			
93	22	F. Maintenance/	4.c The Contract Vendor must provide First Call	Yes	We will comply.
		First Call	Effectiveness reports available when requested by		
		Effectiveness	the Customer.		
94	22	F. Maintenance/	4.d Provide your first call effectiveness rate.	N/A	Toshiba does not calculate First Call Effectiveness
		First Call			as defined by the State's definitions.
		Effectiveness			
					Per Toshiba response to clarification email on 12.18.19.

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Toshiba defines First Call Effectiveness as a unit not having the same issue reoccur within a 30-day period once the initial call is completed.	The industry standard on this metric by this definition is 80%. Currently State Departments, Agencies and CPV participants are experiencing 90.7% first-call effectiveness from Toshiba.	Per Toshiba response to clarification email on 1.7.20.	Toshiba defines First Call Effectiveness as a unit not having the same issue reoccur within a 30- day period once the initial call is completed.	The industry standard on this metric by this definition is 80%. Currently State Departments, Agencies and CPV participants are experiencing 90.7% first-call effectiveness from Toshiba. Toshiba went through an enterprise system change in 2019, which currently limits our ranges for reporting. We know that from April 2019 through November 2019 that 4,165 service calls were dispatched. 3,707 calls were completed, and the technician was not called back within 30 days. The technician did have to return for 458 calls. We know from experience that our call back percentage is historically below 10%.

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_	KFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
1	22	F. Maintenance/ Preventive Maintenance	5.a Preventive Maintenance notifications must be turned on upon installation.	Yes	We will comply.
t	22	F. Maintenance/ Preventive Maintenance	5.b With each service visit, the State requires Contract Vendors to adhere to the device preventive maintenance schedule each time the unit is repaired.	Yes	We will comply.
İ.	22	F. Maintenance/ Preventive Maintenance	5.c Parts should be replaced if at or near their replacement period.	Yes	We will comply.
	22	F. Maintenance/ Excessive Service	6.a Equipment that develops a trend of requiring excessive service calls, as defined in the Definitions section of the RFP/Event, must be reported by the Contract Vendor to the Customer as the situation warrants.	Yes	We will comply.
	22	F. Maintenance/ Communication Status	 Contract Vendor and its Reseller/Agents must provide continued communication regarding downed equipment and network issues. Contract Vendor must provide status updates on a schedule acceptable to Customers. 	Yes	We will comply.
İ	22	F. Maintenance/ Uptime	8.a 95% uptime is required for all devices.	Yes	Toshiba complies.
	23	F. Maintenance/ Uptime	8.b For any device that does not meet the 95% uptime requirement for a given month, Customer may negotiate remedies on a case by case basis.	Yes	We will comply.
	23	F. Maintenance/ Software Updates/ Upgrades	9.b Contract Vendor is required to communicate available updates/upgrades to customer as soon as its general availability date.	Yes	We will comply.
	24	G. Manufacturer Contract Account Support & Service	The State requires a dedicated Contract Account Executive Team for both sales and support.	Yes	Toshiba complies. We have provided an Account Management Team as an Attachment, F 144.31.L_Toshiba Account Team.

men #	KFF Fage #	Section/ Subsection	Specification	Compiy Yes/No	Vendor Response
			Provide a concise and thorough narrative describing how the Contract will be supported by your senior management.		Additionally, we provided a narrative describing how the Contract will be supported by our senior management in the Attachment, GT30_Toshiba Contract Support for the State of MN.
104	24	G. Manufacturer Contract Account Support & Service/Manufacturer Contract Account Executive Team	1.f The Reports Coordinator is responsible for providing specified reports as requested by Customer.	Yes	Toshiba complies.
105	24	G. Manufacturer Contract Account Support & Service/Contract Management	2.a Describe your procedures for problem resolution regarding issues, service, equipment, invoicing, root cause analysis method, and corresponding action plan procedures.	Yes	Please see Attachment F 105 G_Toshiba Problem Resolution.
106	24	G. Manufacturer Contract Account Support & Service/Contract Management	2.b Upon notice of a Contract issue or problem, the Contract Vendor (or appropriate representative) must respond to the Customer within 24 hours of receipt. Should resolution extend beyond the first 24 hours, Contract Vendor (or appropriate representative) must continue to update the Customer daily until resolution is achieved.	Yes	We will comply.
107	25	G. Manufacturer Contract Account Support & Service/Contract Management	2.c Provide a chain of escalation and timeline for problem resolution. Include the names and contact phone numbers of the individuals in the chain.	Yes	Contact information is provided in Appendix_C- E,_Acct_Reps_Resellers_State_Coverage. Escalation process is described in Attachment F 105 G_Toshiba Problem Resolution.
108	25	G. Manufacturer Contract Account Support & Service/Ordering	 Contract Vendors must provide an order process that is efficient, easily understood and promotes accurate reporting. 	Yes	Toshiba's ordering system is simplified so that we have all orders for Equipment or Maintenance directed to the Assigned Account Executive for entry into Toshiba's Order Entry System. If an

ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
					Account Executive is not assigned, the PO's are directed to the Executive Contract Manager for processing.
109	25	G. Manufacturer Contract Account Support & Service/ Reseller/Agents	 4 Contract Vendors are responsible for ensuing Contracts and actions/inactions of their authorized Reseller/Agents. 	Yes	We will comply.
110	25	G. Manufacturer Contract Account Support & Service/ Reseller/Agents	4.a If the Acquisition Management Specialist determines that an authorized Reseller/Agent is performing unsatisfactorily, the Contract Vendor will receive written notification that the Reseller/Agent can no longer be used for this Contract.	Yes	We will comply.
111	25	G. Manufacturer Contract Account Support & Service/ Reseller/Agents	4.b Describe the communication and training plan between the Contract Vendor and Reseller/Agents to educate Contract Terms & Conditions.	Yes	Upon award of the Contract, The Executive Contract Manager will involve the Toshiba assigned GEM Account Manager and will conference with the key contacts at each of our resellers to cover all Contract T's & C's with an emphasis on responsiveness to end-user requests and requirements.
112	25	G. Manufacturer Contract Account Support & Service/ Reseller/Agents	4.c No subcontract or delegation of work relieves or discharges the Contract Vendor from any obligation, provision, or liability under the Contract.	N/A	Toshiba understands that we are fully responsible for the contract and compliance issues of the contract.
113	25	G. Manufacturer Contract Account Support & Service/ Reseller/Agents	5 Contract Vendor must provide statewide coverage.	Yes	Toshiba complies.
114	26	H. Reseller/Agent	The Manufacturer submitting the response will be considered legally responsible for the response (and the Contract, if awarded).	Yes	Toshiba complies.

ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
115	26	H. Reseller/Agent	Contract Vendors are responsible to monitor Reseller/Agents to ensure that Reseller/Agents uphold the terms and conditions of the Contract.	Yes	Toshiba complies.
116	26	H. Reseller/Agent	Repeated infractions of the terms and conditions of a Manufacturer's Reseller/Agent may be grounds for removal of Reseller/Agent from the Contract and/or default of Contract.	Yes	Toshiba agrees.
117	26	H. Reseller/Agent	 Only Reseller/Agents approved by the Acquisition Management Specialist can be used during this Contract. 	Yes	Toshiba agrees.
118	26	H. Reseller/Agent	1 Customers reserve the right to determine which Reseller/Agent(s) they will work with.	Yes	Toshiba agrees.
119	26	H. Reseller/Agent	3 After the effective date of the Contract, the Contract Vendor must not, without prior written approval of the Acquisition Management Specialist, subcontract for the performance of any of the Contract Vendor's obligations except those obligations that were already approved for subcontracting when the Contract was awarded.	Yes	Toshiba agrees.
120	26	H. Reseller/Agent	 The provisions of the Contract must apply with equal force and effect to all Reseller/Agents engaged by the Contract Vendor and approved by the State. 	Yes	Toshiba agrees.
121	27	I. Standards Program	 The State expects discounts for products listed on the Standards Program will be greater than discounts for products not listed under the Standards Program. Include a statement indicating your company's commitment to provide deeply discounted standard configurations. 	Yes	We greatly discount the entire standards configuration. Products not listed under the Standards will receive the same discount as the standards machine in that segment with accessories discounted per the discount schedule.

In RFP Page Rection/ Subsection Specification CompV ves./No 27 1. Standards Program. Vess Minnesota Buy-IT Standards will be refined Minnesota Buy-IT Standards will be used for most Minnesota Buy-IT Standards will be used for most Minnesota Buy-IT Standards may be proposed but the State reserves the right to megotiate final product offerings for standards may be proposed but the State reserves the right to megotiate final product offerings for standards may be proposed but the State reserves the right to megotiate final product offerings for standards unless for standards program. Ves 27 1. Standards Program 2 Initial product offerings for standards unless for standards program. Ves 27 1. Standards Program 3 Contract Vendors and their Reseller/Agent(s) shall commit to selling Minnesota Standards, unless discussion with the Customer clearly demonstrates the need to devide. Ves 27 1. Standards Program 3 Contract Vendor(s) will be required to report the need of the users who rely on these standards. Ves 27 1. Standards Program 3 Contract Vendors and relative the needed of the users who rely on these standards. Ves 27 1. Standards Program 3 Contract Vendors with the needed of the users who rely on these standards. Ves 27 1. Standards Program 4 Products and standards are refreshed (updated) soreded of the users who rely on these standards.					•	
27 1. Standards Program 2 Standard Configurations will be refined throughout the life of the Contract through the throughout the life of the Contract through the Minnesota Buy-IT Standards Program. Yes 27 1. Standards Program 2 Initial product offerings for standards may be purchasing needs. Yes 27 1. Standards Program 2 Initial product offerings for standards may be proceed but the State reserves the right to negotiate final product offerings for standards, unless program Yes 27 1. Standards Program 3 Contract Vendors and their Reseller/Agent(s) shall commit to selling Minnesota Standards, unless discussion with the Customer clearly demonstrates the need to deviate. Yes 27 1. Standards Program 3 Contract Vendor(s) will be required to report the need to deviate. Yes 27 1. Standards Program 3 Contract Vendor(s) will be required to report the need to deviate. Yes 27 1. Standards Program 3 Contract Vendorfs) will be required to report the need to deviate. Yes 27 1. Standards Program 3 Contract Vendorfs)	ε	RFP Page #		Specification	Comply Yes/No	Vendor Response
27 I. Standards Program 2 Initial product offerings for standards may be proposed but the State reserves the right to negotiate final products to be included in the Minnesota Buy-IT Standards program Yes 27 I. Standards Program 3 Contract Vendors and their Reseller/Agent(s) Yes 27 I. Standards Program 3 Contract Vendors and their Reseller/Agent(s) Yes 27 I. Standards Program 3 Contract Vendor(s) will be required to report the need to deviate. Yes 27 I. Standards Program 3 Contract Vendor(s) will be required to report Yes 27 I. Standards Program 3 Contract Vendor(s) will be required to report Yes 27 I. Standards Program 4 Products and standards are refreshed (updated) Yes 27 I. Standards Program 4 Products and standards that are in sync with the overall industry and adequately reflect the needs of the users who rely on these standards. Yes 27 I. Standards Program 4 Products and standards that are in sync with the needs of the users who rely on these standards. Yes 27 I. Standards Program 4 Products and standards that are in sync with the needs of the users who rely on these standards. Yes 28 I. Standards Program 1 Contract Vendors are subject to	2	27	I. Standards Program	 2 Standard Configurations will be refined throughout the life of the Contract through the Minnesota Buy-IT Standards Products Program. Minnesota Buy-IT Standards will be used for most purchasing needs. 	Yes	Toshiba agrees.
27 I. Standards Program 3 Contract Vendors and their Reseller/Agent(s) Yes shall commit to selling Minnesota Standards, unless discussion with the Customer clearly demonstrates discussion with the Customer clearly demonstrates Yes 27 I. Standards Program 3 Contract Vendor(s) will be required to report the need to deviate. Yes 27 I. Standards Program 3 Contract Vendor(s) will be required to report the percentage of sales of standard vs. non-standards are refreshed (updated) Yes 27 I. Standards Program 4 Products and standards are refreshed (updated) Yes 27 I. Standards Program 3 Contract Vendor(s) will be required to report Yes 27 I. Standards Program 3 Contract Vendor(s) will be required to report Yes 27 I. Standards Program 4 Products and standards are refreshed (updated) Yes 28 I. Standards the users whor rely on these standards. Provising a set of standards the monthly. Downward price changes are subject to approved upward price changes are subject to approved. Upward price changes are subject to approved. Upward price changes are subject to approved. Upward price changes are subject to approved upwerd when the entitie industry experiences a significant event that affects pricing for all Contract Vendors. Yes 28 J. Invoicing 1 Contract Vendor	Ω.	27	I. Standards Program	 Initial product offerings for standards may be proposed but the State reserves the right to negotiate final products to be included in the Minnesota Buy-IT Standards program. 	Yes	Toshiba agrees.
27 I. Standards Program 3 Contract Vendor(s) will be required to report the percentage of sales of standard vs. non-standard equipment quarterly. Yes 27 I. Standards Program 4 Products and standards are refreshed (updated) Yes as needed. The refresh process is critical to providing a set of standards that are in sync with the overall industry and adequately reflect the needs of the users who rely on these standards. Pricing may be set by Contract Vendors at each refresh and may be adjusted monthly. Pownward price changes are automatically approved. Upward price changes are subject to approved and are typically only allowed when the entire industry experiences a significant event that affects pricing for all Contract Vendors. 28 J. Invoicing 1 Contract Vendors.	4	27	I. Standards Program	 Contract Vendors and their Reseller/Agent(s) shall commit to selling Minnesota Standards, unless discussion with the Customer clearly demonstrates the need to deviate. 	Yes	Customers with requirements outside the Standards offerings are directed to the AMS for an authorization to vary.
27 I. Standards Program 4 Products and standards are refreshed (updated) Yes as needed. The refresh process is critical to as needed. The refresh process is critical to Yes as needed. The verall industry and adequately reflect the needs of the users who rely on these standards. Yricing may be set by Contract Vendors at each Yes refresh and may be adjusted monthly. Downward price changes are automatically Approved. Upward price changes are subject to Approved. Upward price changes are subject to 28 J. Invoicing 1 Contract Vendors. Yes 28 J. Invoicing 1 Contract Vendors. Yes	ы	27	I. Standards Program	 Contract Vendor(s) will be required to report the percentage of sales of standard vs. non- standard equipment quarterly. 	Yes	Toshiba agrees.
28 J. Invoicing 1 Contract Vendor(s) will be required to provide sample invoice before execution of a contract.	9	27	I. Standards Program	 4 Products and standards are refreshed (updated) as needed. The refresh process is critical to providing a set of standards that are in sync with the overall industry and adequately reflect the needs of the users who rely on these standards. Pricing may be set by Contract Vendors at each refresh and may be adjusted monthly. Downward price changes are automatically approved. Upward price changes are subject to approvel and are typically only allowed when the entire industry experiences a significant event that affects pricing for all Contract Vendors. 	Yes	Toshiba agrees.
	127	28	J. Invoicing	 Contract Vendor(s) will be required to provide sample invoice before execution of a contract. Sample invoice must contain at a minimum 	Yes	Please see Attachment F 127.J.1_State of MN Sample Invoice.

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Item	RFP Page	Section/Subsection	Specification	Comply	Vendor Response
#	#			Yes/No	
			following information and will be attached to the		
			Contract.		
			a. Customer Name		
			b. PO Number		
			c. Invoice Number		
			d. Contract Number		
			e. Equipment Type - base configuration and		
			accessories listed separately		
			f. Equipment Identification Number or Serial		
			Number		
			g. Quantity		
			h. Equipment Location		
			after Discount, Click charge, Amount of		
			Clicks		
			j. Rental Term (if applicable)		
			k. Monthly Rental Fee or Purchase Price base		
			configuration with accessories listed		
			separately		
			 Starting and ending meter reads and 		
			number of copies made per billing cycle		
			m. Maintenance Fee		
			n. Trade-in or removed equipment, including		
			brand/model and serial numbers on the		
			initial invoice. Must detail negotiated credit		
			for trade-in, if applicable.		
128	28	J. Invoicing	2 Contract Vendor's solution must include an	Yes	Toshiba agrees. We utilize the FM Audit tool
			option to allow for electronic collection or input of		installed on-site to electronically monitor and
			meter readings by Customers.		gather meters, subject to Departmental/Agencies
					rules and cooperation.
129	28	J. Invoicing	 The Contract Vendor must provide accurate invoicing based on monthly or guarterly meter 	Yes	Toshiba makes every effort to obtain accurate and timely meter readings. Electronic inputs from our

ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
			readings of installed equipment. Estimated billing is NOT acceptable.		tools are the primary source, however we still have old school processes for emailing meters or examining Service records. We have several
			Provide details on how your company guarantees accurate invoicing.		programs that examine meters against historical data to look for anomalies and inaccurate meters.
			Provide the steps involved for resolving disputed invoices.		Should an invoice be in question from a customer, a contact phone number is included in all invoices. these are directed to our Contracts team. Upon
			Describe your company's ability and commitment to provide a dedicated contact or team to assist		receipt of the inquiry and initial fact finding, our Contracts team will contact the user, and begin
			with customer invoice questions.		the discussion of resolution. Depending on the complexity of the problem, resolution is expected within 24 hours or a timeline can be established with the user.
					The Local Toshiba Contract team is under the direction of our VP of Operations and Customer
					Support Services. The team is tenured with over 25 years of experience in dealing with Contracts and Contract invoicing issues. One Contract
					Administrator is dedicated to the State of MN, with 4 others to support as needed to provide
					quick resolution to most issues.
130	28	J. Invoicing	 Contract Vendors must adhere to all tax codes, local and State, as they relate to specific customers. 	Yes	We will comply.
131	28	J. Invoicing	4 The Contract Vendor must make arrangements	Yes	We will comply.
			for copy credit to allow for device malfunction and		
			representatives make copies in servicing or		
			preparing the device.		

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ltem #	KFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
132	28	J. Invoicing	 The State desires Contract Vendors to utilize the Internet and online tools to maximize the efficiency and accuracy of invoicing. As an option, online tools need to be available and accessible if desired by a Customer. Provide examples of existing online tools available. 	Yes	If applicable, Toshiba now offers a client facing portal allowing clients to see service call detail, average monthly volumes, supply delivery information. Service calls and toner orders can be placed all in one user friendly interface. Halo is created and managed locally by Toshiba's MPS analysts and is available to all clients for a small setup and licensing fee. Volume Trending Service Performance Active/Closed Service Calls Technician Information Complete/Open calls Resolution/Fix Information Supplies Overview Place Service Calls and Order Supplies tracking information)
133	28	J. Invoicing	 6 The Contract Vendor must offer the option of summary invoicing. Define summary invoicing and provide any invoice options for equipment and maintenance that maximize the efficiencies for the State and CPV members. 	Yes	Toshiba agrees.
134	28	J. Invoicing	7 Upon request from the Customer, Contract Vendor will provide quarterly billing.	Yes	Toshiba agrees.
135	29	K. Reporting	All reports shall be accessible and device readable.	Yes	Toshiba agrees.
136	29	K. Reporting	Contract Vendor(s) will be expected to meet with the State periodically to review reports and the Contract. Contract Vendor(s) MUST combine all	Yes	Toshiba agrees.

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Comply	Yendor Response Yes/No		Yes Toshiba agrees. and may		vhen	Yes We will comply.
	Specification	Reseller/Agent data into a single report for the State.	 - Quarterly reports will be delivered to the Department of Administration, Office of MNIT Services, Minnesota Pollution Control Agency, and other Customers upon request. These reports may include, but are not limited to: 	 a. Sales Report b. Rental Report c. Maintenance Report d. Upgrades, Downgrades and Early Termination Report e. End of Life Management Report f. Summary Report 	Upload a sample of each of the above reports when prompted in your electronic response.	 2./2.a Reports to State agencies and CPV members must be available electronically upon request or on a regular periodic schedule as negotiated by the Customer and the Contract Vendor. Custom reports must be provided to the Customer within five (5) working days of request. These reports may include, but are not limited to: i. Number of service calls placed ii. Technician visits by device iv. First Call Effectiveness v. First Call Effectiveness
	Section/ Subsection		K. Reporting			K. Reporting
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RFP Page Section/ Subsection # viii.	Section/ Subsection		Specification Number of copies between service calls	Comply Yes/No	Vendor Response
			Number of preventive maintenance checks completed per device and dates completed Number of devices Location of devices Click usage by device or Click usage by device or Customer Average monthly clicks by device or Customer Installed equipment approaching end of life and end of support EPEAT certification level of equipment placed		
30 K. Reporting 2.b Customers d meter readings to of usage and main		2.b Customers meter readings 1 of usage and ma	2.b Customers desire electronic collection of meter readings to facilitate the online monitoring of usage and maintenance reports.	Yes	The advantage of electronic monitoring is that it eliminates the need of users to take time to collect and report usage data. Toshiba has a number of options that securely collect meter
Describe any exist develop capabiliti of usage by Custo	Describe any ey develop capabil of usage by Cus	Describe any ex develop capabil of usage by Cus	Describe any existing capability or commitment to develop capabilities that would allow for recording of usage by Customers.		reads. For example, our e-BRIDGE Cloud Connect tool is a cloud-based application that allows us to remotely update firmware, push down service codes, find error history and collect meter data. So, instead of having to load meter software at your locations, it can be securely pulled directly from the product through the Cloud and imported into our databases.
					Another tool, FMAudit, is an integrated software platform, acting as a data collection agent (DCA) for reporting across the fleet regardless of make, model or manufacturer. Information is captured

TOSHIBA'S NARRATIVE RESPONSES

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
					by MIB via SNMP. It collects information related to meter reads, device alerts consumable levels, etc. across the entire fleet.
					FMAudit can identify fields such as manufacturer, model, serial number, and IP address of each system. FMAudit will also capture meters; totals
					as well as monochrome and color meters. This will also be a tool used to track toner levels. FMAudit captures all this information regardless of the type of system or manufacturer of each system
					FMAudit is firewall friendly and non-intrusive that requires no manual intervention by the customer to pull data from all devices on the network.
					Additionally, e-BRIDGE is a no-cost software solution providing customers complete centralized monitoring, management, and administration of their networked Toshiba's MFPs. Key features include:
					 Instantly gather information from networked systems throughout your company.
					Monitor meter defined grouped devices by model, cost center, department, or location (machine availability as well as
					toner and paper supply status). View detailed device data including
					 errors, consumables levels, status alerts, and current usage and history. Develop customized reports covering

ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
					 groups of devices which can be defined as templates. Configure multiple MFPs at the same time (address books, templates, network configuration). Administrators using eFMS can monitor all networked Toshiba MFPs through one common, intuitive user interface. They also can receive status reports on jams or service issues and other device information updates via pop-up or e-mail. In the case of more severe technical difficulties where service is required, an e-mail notification can be directly sent to the service provider to speed response times and increase machine availability and user productivity. Administrators all directly from the device settings and deploy and manage device settings and
140	30	K. Reporting	2.c Upon completion of the Contract or in the event the State undertakes or awards a successor Contract, report data must be available for Customers for up to sixty (60) days after end date	Yes	We will comply.
141	30	K. Reporting		Yes	We will comply.
142	31	L. Print Assessment	If requested, Contract Vendor(s) must work with Customers to develop comprehensive print assessment plans to assist Customers in managing print behaviors.	Yes	We comply.

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tem #	KFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
143	31	L. Print Assessment	The Customer reserves the right to utilize a third- party print assessment service if desired.	Yes	We will comply; however, we have included information on our Print Assessment program that is included at no charge.
144	31	L. Print Assessment	Identify who is on your company's assessment team and where they are located.	N/A	Please see Account Management Team Attachment F 144.31.L.
145	31	L. Print Assessment	New assessment recommendations presented and approved by Customer must be managed and monitored. Activities including but not limited to mapping, planning, delivery, installation, asset tagging, testing, and removal of equipment must be measured and communicated to the Customer at agreed upon intervals (e.g. weekly, monthly, quarterly).	Yes	We agree. Toshiba has included information on our Assessment process in Attachment F 145.31.L Assessment Program.
146	31	L. Print Assessment	State may require information regarding assessments be reported upon quarterly.	Yes	We will comply.
147	31	L. Print Assessment	Assessment Plans should outline steps for continuous measurable progress. Contract Vendor must assist Customer in creating metrics to manage and change printing behaviors. No extra fees will apply for these services.	Yes	We will comply
148	31	L. Print Assessment	 Print Assessments may include, but are not limited to, the following: a. Detailed print volumes by device. b. Maps of current device locations and new device locations and associated volumes for both. c. Volume and location data to support proposed "right-sizing" of devices. d. Detailed device usage information. e. Comparison report of actual costs for existing devices to proposed new device per-page cost. 	Yes	We will comply.

	+			Yes/No	Vendor Response
			f. Potential mix of existing and new device cost		
			 Bescription of software proposed, why needed, cost henefit. 		
			II. I ULAI CUSL SAVIIIBS.		
			 Results of personnel interviews. Installation Plan. 		
			k. Specifications/brochures of all proposed		
			devices.		
			Asset tagging a		
			m. Urganizational change management plan.		
149	32	M. Cost Specifications	Prices quoted shall be firm (or less than) for as long as the model is on Contract	Yes	We agree.
150	32	M. Cost Specifications	Prices shall be the same for all locations.	Yes	We agree.
с Г Г	22	M Cast Spacifications	The Clictomer recerves the right to pegotiate	Vor	M/o agree
	32	INI. COST SPECIFICATIONS	une customer reserves the right to negotiate volume rates based on large guantities from the	res	we agree.
			come Contract Vender The Dereseder MIICT offer		
			same contract venuor. The Responder IVIUST OTTER		
			their best pricing to all Customers regardless of		
			size.		
152	32	M. Cost Specifications	Appendices H-1, H-2, and H-3, Price Schedules	Yes	We comply.
			MUST be completed and submitted as the cost		
			proposal. The State requires responders to provide		Pricing Terms
			pricing on purchase and rental of equipment per		 Purchase pricing and 12-, 36-, 48- and 60-
			segment, maintenance (cost per copy and low/high		month rental for new equipment
			base), accessory and software discounts, overall		Maintenance that is structured as CPP pricing
			discount (non-standard devices), and Standards		that includes all warranty service,
			discount.		maintenance, parts, and supplies, including
					staples, and excluding paper, during normal
					business hours
					CPP rate for mono print and CPP rate for color
					print
					 Overage charges as applicable

TOSHIBA'S NARRATIVE RESPONSES

ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
					 Delivery, professional installation, and user training for new Toshiba MFDs Equipment insurance is the responsibility of the end client Toshiba will be responsible for the removal of leased equipment at the end of our term. Hard drive removal and return to client is included Surge protectors are included Moves up to 50 miles included; quoted at time of request for moves over 50 miles 1% Administrative fee is included Payment by credit card is accepted Net 30-day payment terms from date of invoice All pricing is in U.S. dollars
153	32	M. Cost Specifications	Pricing for the equipment under this solicitation MUST include everything that is required for the equipment to operate, except paper.	Yes	
154	32	M. Cost Specifications	Proposed pricing must include all requirements noted in the technical worksheets for each segment. Provide proof of baseline pricing from Buyers Laboratory (BLI) by uploading with your response when prompted in Swift.	Yes	We have complied and attached the information in the following attachments: F 11.D.2b_BLI Information Chart F 11.D.2b_BLI Report - Toshiba e-STUDIO4518A F 11.D.2b_BLI Report - Toshiba e-STUDIO6516AC F 11.D.2b_BLI Report - Toshiba e-STUDIO6516AC
155	32	M. Cost Specifications	Discounts must remain firm, or may be increased, during the life of the Contract.	Yes	We agree.
156	32	M. Cost Specifications	All costs related to delivery, including but not limited to removal of any packaging material,	Yes	We comply.

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			installation, surge protection, testing, training, software updates, overwrite/encryption, removal of existing hard drive, installation of new hard drive, and MFD removal are to be included.		
157	32	M. Cost Specifications	Customer may change to another maintenance pricing model at any time.	Yes	We agree.
158	32	M. Cost Specifications	Rental plans are to be available for 12, 36, 48 and 60 months with each commencing on the date of	Yes	We will comply.
			installation. Short-term rental of new equipment may be put in place for a term not to exceed 12		Rental Formula is Selling Price x Rate. Rates
			months.		
			Provide your rental formula.		36mo .0327 48mo .0264
					60mo .0219
159	32	M. Cost Specifications	1.a. Responders are to provide a single cost-per- copy (click) charge that will be applied across all segments for black/white devices and a single cost- per-print (click) charge that will be applied across	Yes	We comply.
			all segments for color devices. These rates will be used for all standard and non-standard devices.		
160	32	M. Cost Specifications	1.b. Responders are to provide a cost-per-copy (click) charge that will be applied across all	Yes	We comply.
			segments for low base overage costs for both black/white and color devices. These rates will be		
161	32	M. Cost Specifications	1.c. Responders are to provide a cost-per-copy	Yes	We comply.
			(click) charge that will be applied across all segments for high base overage costs for both		
			black/white and color devices. These rates will be used for all standard and non-standard devices.		
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ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
162	33	M. Cost Specifications	2.a. and 3.a. Maintenance costs will be based on a "cost per copy," "low," or "high" basis and NOT included in the rental rate.	Yes	We comply.
163	33	M. Cost Specifications	2.a. and 3.a. The State reserves the right to utilize the maintenance structure(s) deemed most efficient for the State through the standards process and may change the low and high base figures.	Yes	We comply.
164	33	M. Cost Specifications	2.a. and 3.a. Price for maintenance will be the same on all equipment regardless of the procurement method utilized.	Yes	We comply.
165	33	M. Cost Specifications	2.a. and 3.a. For purchases, there will be no maintenance charge until the 90-day warranty has expired. Responders are expected to consider 90- day warranty as cost savings when calculating their rental maintenance packages for the State.	Yes	We comply.
166	33	M. Cost Specifications	2.a. and 3.a. Maintenance is to include all service components and all consumable supplies (excluding paper).	Yes	We comply.
167	33	M. Cost Specifications	2.b. and 3.b. Accessory and Software Discounts. Discount percentages are to be used across the board for all black and white and color devices regardless of segment. These discount percentages will be used for all standard and non-standard devices.	Yes	Toshiba complies. It is 10% discount from SRP. Professional Service Labor is \$195 per hour, 1.5 x rate for non-standard business hours.
168 169	33	M. Cost Specifications M. Cost Specifications	2.c. and 3.c. Discounts may vary by segment.2.c. and 3.c. Discounts must be higher for standard devices than for devices in your non-standard catalog (Overall Discount).	N/A Yes	We comply. We comply.
170	34	M. Cost Specifications	4.a. Bulk Pricing. Responders may propose additional discounts based on quantity purchases. This discount would be applied in addition to the	N/A	We comply.

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	-92 #	Section/ Subsection	Specification	Yes/No	Vendor Response
			base standards or overall discount provided. Tables provided in Appendix H-3 are for example only and responders can develop their own model setting thresholds for dollars or units to gain additional discount.		
	34	M. Cost Specifications	4.b. Labor. Weekday Overtime, Weekend, Holiday, and for Emergency Service. Per the RFP weekday, core working hours are from 7:00 AM through 5:00 PM Central time.	Yes	We comply.
			Applicable State holidays are: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and the day following Thanksgiving, and Christmas Day.		
			CPV holidays may be different. Contract Vendor must confirm applicable holidays with Customer.		
171	34	M. Cost Specifications	4.c. Relocation and Moves Over 50 Miles. The Contract Vendor will provide relocation services at no charge for moves under 50 miles.	Yes	We comply.
172	34	M. Cost Specifications	4.c. Responders may propose one flat rate for relocations and moves over 50 miles.	N/A	We comply.
173	34	M. Cost Specifications	4.c. Upon completion of relocation Contract Vendor will provide a preventive maintenance service call.	Yes	We comply.
174	34	M. Cost Specifications	4.c. The Contract Vendor is responsible for repairs that may be required following any relocation performed by the Contract Vendor or its Reseller/Agent.	Yes	We comply.
175	34	M. Cost Specifications	4.c. For Customer self-moves, no removal or installation charges will be billed, no other fees shall apply.	Yes	We agree.

ltem #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
176	34	M. Cost Specifications	4.d. Added Value. Responder may propose any added value items and their associated costs. The State reserves the right to accept or reject any or all added value proposals, whichever is in the best interest of the State.	N/A	
177	34	M. Cost Specifications	5.a. Funding Out. Termination charges will NOT apply to those rental plans canceled due to Funding Out (whether at agency or CPV level).	Yes	We agree.
178	34	M. Cost Specifications	5.b. Early Termination. Propose a process for negotiating terms of early termination on a case by case basis	Yes	Toshiba agrees. The process is that we will notify the State AMS of the early termination as required by the contract terms and can discuss on a Case by Case basis. For early termination other than Nonappropriation or vendor default, Rental plans must be bought out and all rental Equipment returned to Contract Vendor or its permitted assignee (in good working condition, ordinary wear and tear excepted), although rentals are subject to a termination charge. The termination charge is equal to the balance of unpaid rental payments and other amounts due hereunder (including any current or past due amounts) for rentals plus the residual FMV of the equipment and with regard to service or maintenance obligations, the termination charge may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.

We will comply.	We agree.
Yes	Yes
5.c. Trade-ins. Customers may trade in a minimum of one (1) device per placement of existing MFD they own at a price the Customer and the Contract Vendor mutually agree on. The trade-in amount will be given in the form of a credit and subtracted from the invoice. Equipment must be disposed of according to the Removal and Handling of Hard Drives, Old Devices, and Consumables under the General Specifications of the RFP. Note: State agencies are required to complete a Property Disposition Request Form prior to agreeing to a trade-in proposal. Here is the link to the Property Disposition Request Form: https://mn.gov/admin/government/surplus- property/resources/.	5.d. The State reserves the right to add leased MFDs to the Contract at the request of a specific Customer to meet their needs. Price will be
M. Cost Specifications	M. Cost Specifications
34	34
179	180

34 M.	M. Cost Specifications 5 M	Section/ SubsectionSpecificationN. Cost Specificationsnegotiated between the Contract Vendor, the AMS, and the Customer.M. Cost Specifications5.e. The State reserves the right to request pricing for remanufactured and/or reconditionedMultifunction Devices on a case-by-case basis at the request of a specific Customer, to meet that Customer's needs.	Yes Yes	Vendor Response We comply.
		the Contract Vendor, the AMS, and the Customer.		

Exhibit D: Pricing

1. Contract Pricing.

- 1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, customs fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contract.
- 1.2 Discount-off List Pricing. Prices offered for equipment are a percent (%) discount from the Manufacturer's (Original Equipment Manufacturer OEM) List Price or Dealer's List Price. The discount offered must remain firm, and may be increased, during the life of the Contract. After the initial term of the Contract, the manufacturer's or dealer's price list may be updated upon mutual agreement by the State and the Contractor through a fully executed amendment.

The product purchase price from the supplier must be verifiable with a quote, billing statement, or invoice upon request from the State or Ordering Entity.

1.3 Hourly Rate Pricing. This is the rate(s) detailed in the Contract for each service or category of service provided by Contractor. State will not pay for travel-related expenses, travel time, meals, lodging, or idle time.

2. Installation Services.

The Contractor must not charge a separate fee for an installation or mounting service. The price for equipment, attachments, or options includes all installation and mounting costs.

3. Price Schedule(s).

The following price schedule(s) are hereby attached and incorporated into this Exhibit D as follows:

- 3.1 Price Schedule A New Black and White Device Price Schedule
- 3.2 Price Schedule B New Color Device Price Schedule
- 3.3 Price Schedule C Miscellaneous Price Schedule

4. Transportation.

All prices must be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the ordering entity. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the purchase order.

5. Taxes.

DO NOT add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are not required to submit an ST3 form to their suppliers. See <u>http://www.revenue.state.mn.us</u>

If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contractor should confirm all of the tax requirements with the ordering entity.

Exhibit D.1– New Black and White Device Price Schedule

Click Rates

Maintenance Options (Black and V	White)
Cost per black/white copy	\$.0041
Base A Overage (black/white)	\$.0049
Base B Overage (black/white)	\$.0049

Indicate toner coverage percentage that maintenance is based upon: <u>4</u>% Fill

Accessory Minimum Discount Percentages

These accessory minimum discount percentages will be used for all standard and non-standard devices.

Accessory Discounts (Black and White)		
Minimum Accessory Discount Percentage:	40%	
Provide Additional Discount Details for Selected Accessories:		
Software Discounts (Black and White)		
Minimum Software Discount Percentage: Licensing Only	10%	
Provide Additional Discount Details for Selected Software:		
Professional Services Labor as listed in Exhibit D.3	20%	

Black and White - Standard Segment 1 – Copy Speed 15 PPM

The following pricing is for base unit plus the following accessories for Segment 1: copy/print/scan, 1 cassette, auto duplexer, ADF, encryption/overwrite, paper 8 1/2 x 11, and 8 ½ x 14. <u>Actual pricing may differ depending upon</u> <u>accessories included with device ordered.</u>

Product Descript	ion	Product Pricing	
Manufacturer:	Toshiba	Manufacturer list price:	\$3,575.00
Model name:	eStudio487S	Overall discount percentage:	74.35%
Model	eStudio487S	Contract price:	\$917.00
number:		Standards discount percentage:	74.35%
Product SKU:	eStudio487S	Standards program price:	\$917.00
		12 month rental:	\$93.20
		36 month rental:	\$29.99
		48 month rental:	\$24.22
		60 month rental:	\$20.08
		Base A - 1,000 (black/white)	\$3.40
		Base B - 3,000 (black/white)	\$10.20

The following pricing is for base unit plus the following accessories for Segments 2-6: copy/print/scan, 4 cassettes, finisher or bridge/finisher, auto duplexer, ADF, stapler, postscript, encryption/overwrite, and paper 8 ½ x 11, 8 ½ x 14, and 11 x 17. Actual pricing may differ depending upon accessories included with device ordered.

Black and White - Standard - Segment 2 - Copy Speed 20 PPM

Product Descripti	on	Product Pricing	
Manufacturer:	Toshiba	Manufacturer list price:	\$12,264.00
Model name:	eStudio2018A	Overall discount percentage:	79.50%
Model number:	eStudio2018A	Contract price:	\$2,514.12
Product SKU:	eStudio2018A	Standards discount percentage:	79.50%
		Standards program price:	\$2,514.12
		12 month rental:	\$255.51
		36 month rental:	\$82.21
		48 month rental:	\$66.41
		60 month rental:	\$55.05
		Base A - 1,000 (black/white)	\$3.40
		Base B - 3,000 (black/white)	\$10.20

Black and White - Standard - Segment 3 - Copy Speed 35 PPM

Product Description			
Manufacturer:	Toshiba		
Model name:	eStudio3518A		
Model number:	eStudio3518A		
Product SKU:	eStudio3518A		

Product Pricing	
Manufacturer list price:	\$16,267.00
Overall discount percentage:	83.00%
Contract price:	\$2,765.39
Standards discount percentage:	83.00%
Standards program price:	\$2,765.39
12 month rental:	\$281.05
36 month rental:	\$90.43
48 month rental:	\$73.05
60 month rental:	\$60.56
Base A - 5,000 (black/white)	\$17.00
Base B - 7,500 (black/white)	\$25.50

Black and White - Standard - Segment 4 -Copy Speed 45 PPM

Product Description		
Manufacturer:	Toshiba	
Model name:	eStudio4518A	
Model number:	eStudio4518A	
Product SKU:	eStudio4518A	

Product Pricing			
Manufacturer list price:	\$18,733.00		
Overall discount percentage:	81.40%		
Contract price:	\$3,484.34		
Standards discount percentage:	81.40%		
Standards program price:	\$3,484.34		
12 month rental:	\$354.11		
36 month rental:	\$113.94		
48 month rental:	\$92.04		
60 month rental:	\$76.30		
Base A - 10,000 (black/white)	\$34.00		
Base B - 15,000 (black/white)	\$51.50		

Black and White - Standard - Segment 5 – Copy Speed 55 PPM

Product Description			
Manufacturer:	Toshiba		
Model name:	eStudio5518A		
Model number:	eStudio5518A		
Product SKU:	eStudio5518A		

Product Pricing	
Manufacturer list price:	\$27,377.00
Overall discount percentage:	89.10%
Contract price:	\$2,984.09
Standards discount percentage:	89.10%
Standards program price:	\$2,984.09
12 month rental:	\$303.27
36 month rental:	\$97.58
48 month rental:	\$78.83
60 month rental:	\$65.34
Base A - 20,000 (black/white)	\$68.00
Base B - 45,000 (black/white)	\$153.00

Black and White - Standard - Segment 6 -Copy Speed 70 PPM

Product Description			
Manufacturer:	Toshiba		
Model name:	eStudio7518A		
Model number:	eStudio7518A		
Product SKU:	eStudio7518A		

Product Pricing		
Manufacturer list price:	\$38,355.00	
Overall discount percentage:	88.20%	
Contract price: \$4,525		
Standards discount percentage: 88		
Standards program price:	\$4,525.89	
12 month rental:	\$459.97	
36 month rental:	\$147.99	
48 month rental:	\$119.55	
60 month rental:	\$99.11	
Base A - 20,000 (black/white)	\$68.00	
Base B - 45,000 (black/white)	\$153.00	

Exhibit D.2 – New Color Device Price Schedule

Click Rates

These rates will be used for all standard and non-standard devices.

Maintenance Options (Color)		
Cost per color copy	\$.03850	
Cost per black/white copy	\$.00410	
Base A - overage (black/white)	\$.00490	
Base A - overage (color)	\$.03850	
Base B - overage (black/white)	\$.00490	
Base B - overage (color)	\$.03850	

Indicate toner coverage percentage that maintenance is based upon: <u>4</u>% Fill based on 4 colors CYMK

Accessory Minimum Discount Percentages

These accessory minimum discount percentages will be used for all standard and non-standard devices.

Accessory Discounts (Color)		
Minimum Accessory Discount Percentage:	40%	
Provide Additional Discount Details for Selected Accessories:		
Software Discounts (Color)		
Minimum Software Discount Percentage: Licensing Only	10%	
Provide Additional Discount Details for Selected Software:		
Professional Services Labor as listed in Exhibit D.3	20%	

Color Standard - Segment 1 – Copy Speed 15 PPM

The following pricing is for base unit plus the following accessories for Segment 1: copy/print/scan, 1 cassette, auto duplexer, ADF, encryption/overwrite, paper 8 1/2 x 11, and 8 ½ x 14. <u>Actual pricing may differ depending upon</u> <u>accessories included with device ordered.</u>

Product Description		Product Pricing	
Manufacturer:	Toshiba	Manufacturer list price:	\$5,663.00
Model name:	eStudio389CS	Overall discount percentage:	74.34%
Model number:	eStudio389CS	Contract price:	\$1,453.00
Product SKU:	eStudio389CS	Standards discount percentage:	74.34%
		Standards program price:	\$1,453.00
		12 month rental:	\$147.67
		36 month rental:	\$47.51
		48 month rental:	\$38.38
		60 month rental:	\$31.82
		Base A - 1,000 (black/white)	\$3.40
		Base B - 3,000 (black/white)	\$10.20

The following pricing is for base unit plus the following accessories for Segments 2-6: copy/print/scan, 4 cassettes, finisher or bridge/finisher, auto duplexer, ADF, stapler, postscript, encryption/overwrite, and paper 8 % x 11, 8 % x 14, and 11 x 17.

Color - Standard - Segment 2 – Copy Speed 20 PPM

roduct Descripti	on	Product Pricing	
Manufacturer:	Toshiba	Manufacturer list price:	\$19,016.00
Model name:	eStudio2515AC	Overall discount percentage:	86.83%
Model number:	eStudio2515AC	Contract price:	\$2,504.41
Product SKU:	eStudio2515AC	Standards discount percentage:	86.83%
		Standards program price:	\$2,504.41
		12 month rental:	\$254.52
		36 month rental:	\$81.89
		48 month rental:	\$66.15
		60 month rental:	\$54.84
		Base A - 1,000 (black/white)	\$3.40
		Base B - 3,000 (black/white)	\$10.20

Color - Standard - Segment 3 – Copy Speed 35 PPM

Product Description	
Manufacturer:	Toshiba
Model name:	eStudio3515AC
Model number:	eStudio3515AC
Product SKU:	eStudio3515AC

Product Pricing	
Manufacturer list price:	\$25,694.00
Overall discount percentage:	82.74%
Contract price:	\$4,434.78
Standards discount percentage:	82.74%
Standards program price:	\$4,434.78
12 month rental:	\$450.71
36 month rental:	\$145.01
48 month rental:	\$117.15
60 month rental:	\$97.11
Base A - 5,000 (black/white)	\$17.00
Base B - 7,500 (black/white)	\$25.50

Color - Standard - Segment 4 – Copy Speed 45 PPM

Product Description		
Manufacturer:	Toshiba	
Model name:	eStudio4515AC	
Model number:	eStudio4515AC	
Product SKU:	eStudio4515AC	

Product Pricing	
Manufacturer list price:	\$30,146.00
Overall discount percentage:	83.85%
Contract price:	\$4,868.58
Standards discount percentage:	83.85%
Standards program price:	\$4,868.58
12 month rental:	\$494.80
36 month rental:	\$159.20
48 month rental:	\$128.61
60 month rental:	\$106.61
Base A - 10,000 (black/white)	\$34.00
Base B - 15,000 (black/white)	\$51.00

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Color - Standard - Segment 5 – Copy Speed 55 PPM

Product Description	
Manufacturer:	Toshiba
Model name:	eStudio5516AC
Model number:	eStudio5516AC
Product SKU:	eStudio5516AC

Product Pricing	
Manufacturer list price:	\$34,563.00
Overall discount percentage:	79.51%
Contract price:	\$7,081.96
Standards discount percentage:	79.51%
Standards program price:	\$7,081.96
12 month rental:	\$719.74
36 month rental:	\$231.57
48 month rental:	\$187.07
60 month rental:	\$155.08
Base A - 20,000 (black/white)	\$68.00
Base B - 45,000 (black/white)	\$153.00

Color - Standard - Segment 6 - Copy Speed 70 PPM

Product Description		
Manufacturer:	Toshiba	
Model name:	eStudio7516AC	
Model number:	eStudio7516AC	
Product SKU:	eStudio7516AC	

Product Pricing		
Manufacturer list price:	\$45,257.00	
Overall discount percentage:	71.5%	
Contract price:	\$12,898.25	
Standards discount percentage:	71.5%	
Standards program price:	\$12,898.25	
12 month rental:	\$1,310.46	
36 month rental:	\$421.77	
48 month rental:	\$340.51	
60 month rental:	\$282.47	
Base A - 20,000 (black/white)	\$68.00	
Base B - 45,000 (black/white)	\$153.00	

Exhibit D.3 – Miscellaneous Price Schedule

1. Bulk Buying/Multiple Units.

This discount would be applied in addition to the base standards or overall discount provided.

1.A. Dollar Value of Units	Additional Discount Off
	Offered
\$50,000 - \$100,000	1%
\$100,001 - \$150,000	2%
\$150,001 - \$250,000	3%
\$250,001 - \$300,000	4%
\$300,000 Plus	4%

2. **Labor** – Weekday Overtime, Weekend, Holiday, and for Emergency Service. Per the RFP weekday, normal working hours are from 7:00 AM through 5:00 PM.

Applicable State holidays are: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and the day following Thanksgiving, and Christmas Day.

CPV holidays may be different. Contractor will have to confirm applicable holidays with Customer.

- 2.A. Weekday Overtime Hourly Rate Weekdays after Core Working Hours Hourly Rate: \$250
- 2.B. Weekend Hourly Rate: \$250
- 2.C. Holiday Hourly Rate: \$339
- 2.D. Emergency Service Hourly Rate: \$175

2.E. If there is a minimum hourly turn-out rate for any of the above, detail which items and provide rate:

Minimum call out is 2 hours portal to portal after hours/weekends and Holidays.

- 3. **Relocation and Moves Over 50 Miles.** Provide one flat rate fee: \$225.
- 4. Added Value Responder may propose any added value items and their associated costs. If proposing, provide a description of the added value item along with costs. The State reserves the right to accept or reject any or all added value proposals.

Description	Cost
Remote Professional Services	\$200/hour

Exhibit D.4 - Sample Invoice and Quote

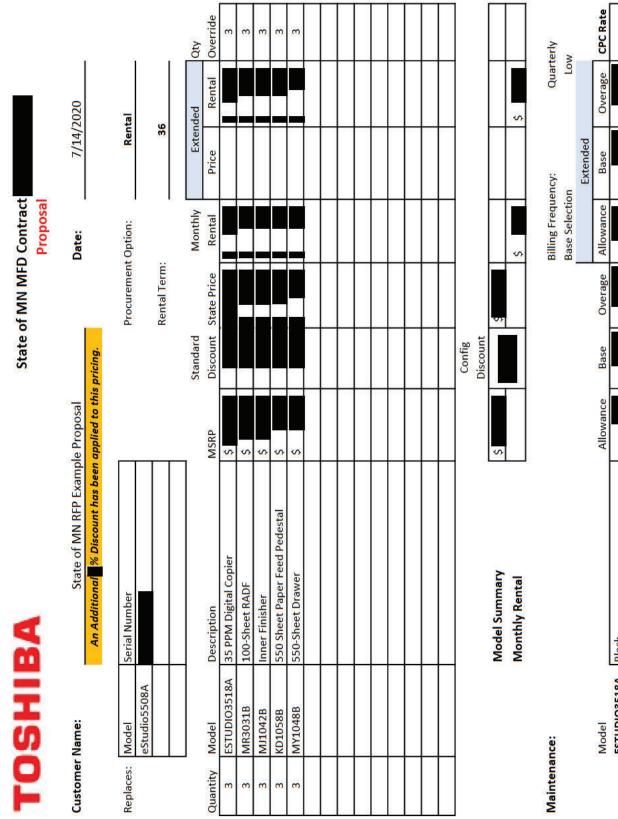
Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- List price
- Contract discount
- Price after discount

Placeholder – Sample Quote and Invoice

DocuSign Envelope ID TOSF SHIP TO:	ADDRESS 1 CITY, STATE, ZIP	756-4CDB42EE9C78		EQUIPMENT I Invoice Number : Page: Invoice Date: Sales Packet: Customer Number: TOTAL DUE	1 of 1 07/15/20		####.##
BILL TO:	ADDRESS 1 ADDRESS 1 CITY, STATE, ZIP	PLEASE CUT ALONG L	INE AND RETURN	REMIT TO:		USINESS SOL	UTIONS, USA
PURCHASE O	DRDER NUMBER	ORDER NUMBER	ORDER DATE	SHIP DATE		PAYMENT	TERMS
####	****		7/15/20	7/15/20		NET 30 D	DAYS
	RESENTATIVE		SHIP VIA			CUSTOMER N	UMBER
N	IAME					######	
· · · ·		ORDER					
PART NUMBER ESTUDIO2010AC SERIAL NUMBER XX	DESCRIPTION 20PPM DIGITAL CC XXXXXXXXX	ORDER QTY DLOR MFP 1	SHIP QTY	во	UM EA	NET UNIT PRICE ####	EXTENDED AMOUNT
PART NUMBER ESTUDIO2010AC	20PPM DIGITAL CO XXXXXXXXX	QTY		во	ENVIOR	PRICE	
PART NUMBER ESTUDIO2010AC SERIAL NUMBER XX	20PPM DIGITAL CO	QTY	1		ENVIOR	PRICE	



Black ESTUDI03518A

Exhibit E – Toshiba Service Level Agreement as Negotiated



Toshiba's Standard SLAs

Toshiba knows the importance of service support to our customers. Toshiba's standard service-level agreement (SLAs) establishes product delivery time, uptime, service response times, and days and hours of coverage:

- **MFD Product Delivery** Toshiba's delivery time for new Toshiba devices orders from time of receipt to time of install is approximately 15 to 30 days upon receipt of the order. Supply order fulfillment for legacy and new equipment occurs in two days or less.
- **Uptime** Toshiba will set a goal for the highest effectiveness level on equipment, but can immediately state an average of 98%. Uptime is calculated on an average over three-month periods. Toshiba, through its Help Desk, proactively monitors our uptime performance and takes corrective action with any unit that falls below the threshold.

If Toshiba discovers a pattern across a segment, root cause analysis will be employed to discern the cause.

- **Response Time** -Toshiba provides an average of four (4) hours for **on-site** response after receipt of a service call for MFP's and next day service on Printers. Toshiba will respond within one (1) hour via phone by a certified Toshiba trained Technician to facilitate discussion of any State of MN Agency or CPV concern, and provide an accurate expected on-site arrival time, if required.
- Service Coverage Service maintenance is generally available from 8:00 a.m. to 5:00 p.m. local time, except weekends and holidays. After-hour service is available.

Toshiba would like to collaborate with our customer, to arrive at a service agreement that will meet your specific needs

Toshiba service provides a "call ahead" service in lieu of Desk Support within one (1) hour of receiving a service request. The first priority is to get the unit back in operation, and assist the end-user in determining what the specific course of action to be taken is to be. If repairable by the end-user, the call will be completed and the unit put back into 100% operation. If an on-site visit is required, the Technician will inform the end-user of the expected ETA. The goal for TBS response to a service call is four (4) hours from the time a request is received.

Primary assistance such as Equipment Driver downloads or Network set-up is available through the Toshiba Help Desk through our main service dispatch phone number. In addition, Drivers or Interactive training manuals are available from the main Toshiba website.

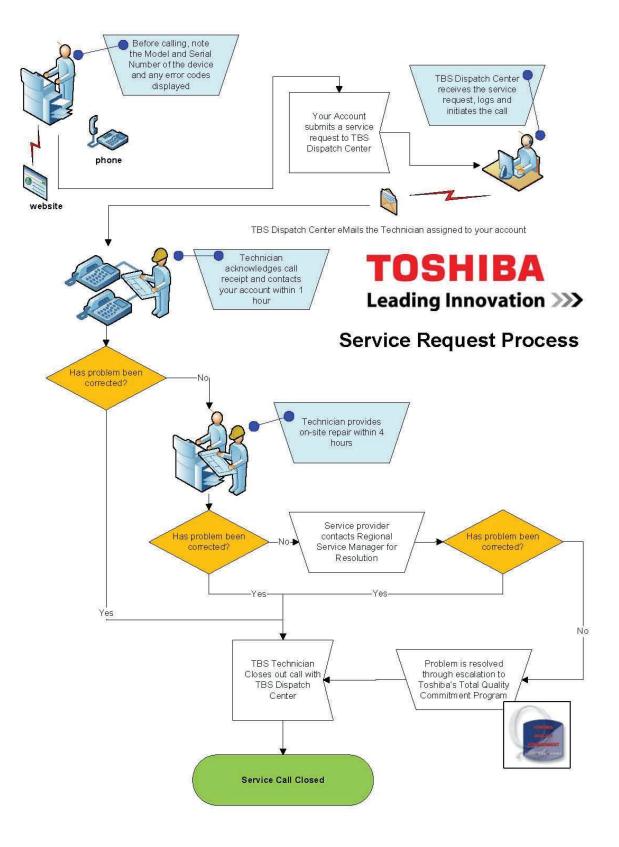
http://www.copiers.toshiba.com

Product specific questions can be answered through our In-Touch center at 1-888-879-8247. And, our Service Management Team is always available to assist you.

In every case, the service request is then handled as per the flow-chart below:

Should our customer have a particular concern about the level of service it is receiving at a particular location, the Concierge assigned to the customer will facilitate resolution of any issues and escalate each issue to the person who is the content technical expert in the relevant area and who is empowered to take corrective action. Regional Technical Advisors, Marketing Support Engineers and Major Account Service Specialists are available during normal business hours to help troubleshoot and resolve complex issues. In addition, through the Global Services Portal, our customer can conveniently request service or supplies 24/7 and gain historical service and asset information for their placements, should you wish to utilize this resource. Additionally, Toshiba Service Providers are available by cell phone and/or Blackberry anytime to respond to critical requirements – additional fees may apply for after hour coverage.







Toshiba's Standard Maintenance Agreement with Amendment Addendum:

ADDENDUM TO AIMS 1.0 MAINTENANCE AGREEMENT FOR USE WITH STATE OF MINNESOTA CONTRACT

THIS ADDENDUM IS AN "AMENDMENT" TO THE AIMS 1.0 MAINTENANCE AGREEMENT (THE "AGREEMENT") FOR USE WITH THE STATE OF MINNESOTA CONTRACT AND IS AGREED TO BY AND BETWEEN THE STATE OF MINNESOTA AS "CUSTOMER" AND TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. ALSO KNOWN HEREIN AS "TOSHIBA" AND/OR "TBS"..

A. Customer and TBS desire to amend the terms and conditions of the Agreement, upon and subject to the terms and conditions of this Amendment.

B. All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

The parties agree as follows:

EFFECT OF HANDWRITTEN CHANGES AND PAGE ONE (1). The Parties to the Agreement acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Agreement shall be enforceable. Each of the provisions in the Agreement, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Agreement, shall remain in full force and effect, except to the extent expressly set forth herein. Parties agree that Page one (1) of the Agreement is deleted in its entirety.

1. ACCEPTANCE. Deleted in its entirety.

2. TERM. The words "automatically" and "unless other provides notice of termination" shall be deleted and "by mutual agreement of both parties" shall be inserted before the words "not less than thirty (30) days prior the renewal date".

3. SERVICE AVAILABILITY. This section shall be deleted in its entirety and replaced with the following: "TBS will provide service from 7am to 5pm while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS, is subject to a Trip Charge which shall be based on reasonable travel expense for TBS's personnel which the amount of such expenses will be agreed to in advance of the travel outside of TBS's designated area. It is the responsibility of the Customer to notify TBS prior to relocating equipment. The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in pe'formance when installed in the equipment Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment. If the Customer requests service to be performed at a time outside 7am to 5pm service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates as detailed in the Contract."

- 4. NETWORK INTEGRATION SUPPORT. This section shall be deleted in its entirety.
- 5. INVOICING LATE CHARGES. This section shall be deleted in its entirety and replaced with the following:

"The first Minimum Payment is due within 30 days following receipt of an undisputed invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contact. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever to the extent such set-off is not required by law, including but limiting to the requirements of Minn.Stat.§ 270C.65. Excess Click Charge, if applicable, will be invoiced based on the billing period indicated on the Purchase Order. If any part of an undisputed payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the lower of \$25 or one and a half percent (1.5%) of each such late payment, but not more than permitted by law Customer agrees to pay TBS the Late Charge riot later than one (1) month following the date of the original Minimum Payment."



6. USAGE. The minimum number of "Units", if applicable, shall be defined in the Contract Pricing. Additionally, meter collection costs, if required, shall be reasonably agreed to by the parties in advance of being invoiced.

7. CONSUMABLE SUPPLIES. This section shall be deleted in its entirety and replaced with the following:

"TBS agrees to furnish consumable supplies (developers, fuser oil, staples, toner (black and color), or any item required to make the machine run and toner collection containers) for the Term of the Contract, except as excluded in section 11 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. Some Customers may require additional supplies when ordering to cover extended operating hours including weekends and holidays. All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. TBS will pay for freight for supplies surrendered to TBS. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility."

8. TAXES. This section shall be deleted in its entirety and replaced with the following

"Client will pay, sales, use, transfer, privilege, excise, charges, surcharges or other taxes, and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby (collectively, the "Taxes"); excluding, however, income taxes on profits which may be levied against Contractor. In addition to the fees allowed by Contract and specified in the applicable SOS, the amount of any Taxes applicable to the transactions contemplated hereby will be paid by Client

Contractor shall not collect sales tax on transactions made by Minnesota State agencies under this Contract. Minnesota State agencies use a Direct Pay Authorization to pay applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4405717. The Department of Revenue does not require Minnesota State agencies to complete the ST3 Form to receive exemption from sales and use tax collection. Cooperative Purchasing Venture (CPV) members may use Direct Pay Authorization to pay the applicable sales and use tax to the Department of Revenue but must first certify their ability to use this exception by providing the ST3 form to the Contractor."

9. INSTALLATION AND ACCESS TO EQUIPMENT. This section shall be deleted in its entirety and replaced with the following:

"Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment TBS must install a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to-replace the surge protector immediately. TBS shall have full and free access to the equipment to provide service thereon. If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms detailed in the contract. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract and if requested by Client, replace with loaner equipment."

10. KEY OPERATOR - END USER TRAINING. Delete the last sentence and replace with the following:

"Additional training requested by Customer after thirty (30) days from installation shall be at no additional cost."

11. EXCLUSIONS.

- (a) Delete "staples".
- (b) Add the following to the end of the section: "unless equipment Is moved outside of the State of MN."
- (c) No Change.
- (d) No Change.
- (e) No Change.
- (f) No Change.
- (g) Deleted.
- (h) Deleted.
- (i) Delete "Moving equipment" from the beginning of the sentence.
- (j) Add the following to the end of the section: "at no charge to the customer."
- (k) After the word "manufacturer" in the first sentence, insert "and relayed to the Customer".



(I) No Change.(m) No Change.

12. INDEMNITY AND DISCLAIMER. The first three sentences of this section shall be deleted in their entirety and replaced with the following.

Parties agree to be responsible for their own acts and behavior and the results thereof. State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statute Section 3.736.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT FOR DAMAGES RELATING TO THE UNAUTHORIZED USE OR DISCLOSURE BY PARTIES OF OTHER'S INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS. EITHER PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY, EXCLUDING A PARTY'S INDEMNITY OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, INTELLECTUAL PROPERTY, PRODUCT LIABILITY AND CUSTOMER'S OBLIGATION TO PAY ALL FEES INCURRED UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES TO THE EXTENT ALLOWED BY THE LIMITATION OF LIABILITY OF THE CONTRACT AND ANY APPLICABLE MINNESOTA AND FEDERAL LAW. THE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT DAMAGES WERE FORESEEABLE BUT IN NO EVENT GREATER THAN THREE TIMES THE CONTRACT VALUE FOR THE TWELVE MONTH PERIOD PRIOR TO THE EVENTS GIVING RISE TO THE LIABILITY, BUT IN NO EVENT SHALL THIS LIMITATION BE LIMITED BY THE REQUIRED INSURANCE

13. GENERAL. Deleted in its entirety.

OSHIBA **BUSINESS SOLUTIONS**



AIMS MAINTENANCE CONTRACT

SALES PACKET NUMBER

DATE 2/3/2014

Sales Representative:

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

CUSTOMER INFORMATION						
Customer Name:			Bill to Number:	Bill to Number:		
Billing Address:			Phone #:	Ext.	Fax #:	
Address 2:			Contact:		Customer PO #:	
City:	State:	Zip:	email:			

INVOICE / ME	VOICE / METER COLLECTION INFORMATION				
Meter Collection:	Automated Meter Read	Electronic Invoicing: Yes	Invoice Location:	Term: 12 Months	
		2) (2)			

SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

TRANSACTION TERMS (Consolidated Minimums Per Pool)							
Pool Description	Туре	Includes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
	Faxes						

DECLINATION	acres on the equipment listed shows		
Customer is declining mainte	nance on the equipment listed above.		
Printed Name:		Signature:	
Title:	Date:	Signature.	

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer:		Toshiba Business Solutions		
Printed Name:	ne: Printed Name:			
Signature:		Signature:		
Title:	Date:	Title:	Effective Date:	

TOSHIBA BUSINESS SOLUTIONS

TERMS AND CONDITIONS (CONTINUED)

1. ACCEPTANCE. This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. Term. This Contract will remain in force for 12 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) days written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PMs). PMs may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4. NETWORK INTEGRATION SUPPORT. Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Oustomer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Oustomer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Oustomer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. In no event shall the Oustomer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.

TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.

Upon the first Renewal Date and each subsequent Renewal Date thereafter, TBS reserves the right to increase the Minimum Payment and/or Excess Unit Charge by the greater of either (i) fifteen (15%) percent or (ii) the then-current cost per unit for that model.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 11 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies to an normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. TAXES. In addition to the charges due under this Contract, the Oustomer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. KEY OPERATOR - END-USER TRAINING. Oustomer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

11. EXCLUSIONS. Service under this Contract does not include

(a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:

(b) Service of equipment if moved outside of TBS's designated service area;

(c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;

(d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;

(e) Painting or refinishing of the equipment;

(f) Making specification changes;

(g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;

(h) Performing key operator functions as described in the operator manual;

(i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;

(i) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;

(k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.

(1) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.

(m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

12. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXECPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

13. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Qustomer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Qustomer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Qustomer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

This Contract will be governed by the laws of the state where the Qustomer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

Exhibit F – Toshiba Master Software and Services Agreement as Negotiated

TOSHIBA

Master Software and Services Agreement

This SOLUTIONS AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Toshiba America Business Solutions, Inc. a California corporation with an address of 25530 Commercentre Drive, Lake Forest, CA 92630 ("TABS") including its division Toshiba Business Solutions ("TBS"), (collectively or individually TABS and TBS shall be referred to as the "Contractor") and the Client specified below ("Client").

1. DEFINITIONS.

As used in this Agreement and in addition to any other terms defined herein, the following defined terms will have the following meanings:

1.1. "Client" means [insert Client information]

1.2 "Data Management Services or "DMS" means the Internet-based transactional application and database services provided by Contractor or its subcontractors that are accessible to Client via a Web browser through the Internet for managing business processes and information.

1.3 "Effective Date" shall be the date the Client or Contractor executes the Agreement, whichever is later in time.

1.4. "Initial Term" means the initial [insert term months/years] month term commencing on the later of the Effective Date or the date that Client is first granted access to the DMS.

2. SERVICES AND LICENSES.

2.1. Contractor, or its subcontractor, will provide to Client the following services, to the extent, and only to the extent, set forth on mutually agreed Statement of Services (each, a "Statement of Services" or "SOS"), according to the terms of this Agreement: (i) software licenses; (ii) access to a cloudbased and/or local server for data management ("Data Management Services" or "DMS"); (iii) implementation of the DMS by integrating Client's internal information systems with the DMS ("Implementation Services"); (iv) consulting and software integration services ("Consulting Services"); (v) Client care and support services ("Support Services"); (vi) outsourced business processing services ("BPO Services"); and (vi) other DMS projects ("Project Services"). The SOS is attached as Schedule A (the "Services"). Each SOS will include a description of each Service, the fee corresponding to each Service, and indicate whether the fee is recurring or nonrecurring. In the event of a conflict or inconsistency, this Agreement takes precedence over the SOS.

2.2. Contractor, or its subcontractor, may develop modifications to the DMS and/or new software programs (collectively, the "Developed Software"). Client waives any and all proprietary right or interest, except to the extent Exhibit A, Section 20 of the contract applies, in any requested changes, modifications, suggestions, or comments communicated by Client to Contractor, or its subcontractor, and assigns to Contractor, or its subcontractor, any and all rights therein. Contractor, or its subcontractor, reserves all rights in the Developed Software, including, but not limited to, all intellectual property rights therein. Contractor, or its subcontractor, hereby grants to Client a non-exclusive, non-transferable, fully paid up license to use the Developed Software solely for use with the DMS and subject to the access limitations in Section 3.

3. ACCESS TO THE SERVICES AND/OR DMS AND PERMITTED USE.

3.1. Subject to the terms, conditions and limitations set forth in this Agreement, Contractor shall grant Client a non-exclusive, non-transferable (except as set forth herein), license, for the duration of the Term, to the Software and/or access and use the Services and/or DMS as set forth in Section 2.1. The Service and/or DMS offers access to the functionalities of the Software. The functionalities available as part of the Service may vary from time to time, provided however that removed functionality will be replaced with other functionality permitting performance of substantially the same or better fundamental activities. Client is responsible for using the License and materials therein in a manner that complies with the applicable requirements but shall not use the Services that would subject Contractor to additional regulatory requirements.

3.2. Client is responsible for ensuring that the Services and/or DMS shall only be accessed and used by individually named users who are employees of Client, Client Affiliates or Contractors and who are provided with a User ID by Contractor or its subcontractor. No more than one designated user shall have access to each User ID and Client shall ensure that User IDs are not shared. Client shall be responsible for all activities that occurs under each User ID and shall be liable for Contractor for any acts and omissions of each designated User. Contractor is not responsible for monitoring Client's internal access process or Client's internal access authorization outside the United States.

3.3. Client will not remove any proprietary notices of Contractor, or its subcontractor, or third parties found in or on the DMS or the Developed Software. Client shall not, and shall not allow third parties, to attempt to copy, modify, disassemble, or reverse engineer the DMS or the Developed Software. The DMS in object code and source code form, and all rights in the Services or DMS, including but not limited to all intellectual property rights therein, are and will remain the exclusive property of Contractor, or its subcontractor. Client will have no claim of ownership or any intellectual property rights in the Services or DMS. No rights other than those specifically stated herein are granted to Client, and Client will have no right to permit third-party access to the Services or DMS.

3.4. Client and Client Affiliates may use the Services and/or DMS to process its and their own data for its and their own internal and commercial business purposes, including data collection and reporting activities which Client or any Client Affiliate performs on behalf of its clients, provided, however, that Client shall not, and will ensure that Client Affiliates shall not directly or indirectly resell or sublicense the Licenses Services or purport to do so. Client shall not download, copy, decompile, revise, reverse engineer, modify or derive source code from the Services and/or DMS.

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Master Software and Services Agreement

4. PAYMENTS.

4.1. For the Services provided under this Agreement, Client will pay to Contractor the fees in the amount and manner set forth in the applicable SOS. All fees and expenses incurred by Contractor in the performance of the Services will be billed to Client in advance on a monthly basis unless stated otherwise in the applicable SOS, in which case the terms of the applicable SOS will control. Prices are firm for the initial term of the Contract and thereafter for individual products for as long as that product model is available on the Contract. Vendor may "refresh" (update) products and standards as needed under Contract, however only downward pricing will be automatically approved by the State. Vendor may submit a request to increase a product price only when a product has been refreshed and will be replacing an existing model on the Contract. Vendor must provide evidence to the State of a significant event that occurred industry wide to justify the need for the price increase. Price increases are not effective until they have been approved by the AMS. All fees paid and expenses reimbursed under this Agreement will be in U.S. dollars.

4.2. Client will pay Contractor the invoiced a mount within thirty (30) days after Client's receipt of an invoice from Contractor.

4.3. Contractor may assess Client a late fee of 1½% per month (not to exceed the maximum allowed under state law) on all undisputed balances not paid when due. State will make payments in accordance with Minn. Stat. 16A.124(3) and report potentially incorrect, defective, or otherwise improper invoices in accordance with Minn. Stat. 16A.124(4). For any valid vendor obligation that is not paid within the terms of Minn. Stat. 16A.124, the State will pay penalties in accordance with Minn. Stat. 16A.124(5).Client agrees to pay any and all direct costs incurred in the collection of charges due and payable pursuant to the foregoing State statute, including but not limited to reasonable attorneys' fees. Contractor, at its option, may suspend the Services as specified in the SOS only , in whole or in part, if Contractor does not receive an amount due and owing for an undisputed invoice under this Agreement within thirty (30) days after the due date. Contractor reserves the right to suspend all Services if Client is not current on all payment obligations to Contractor or its Subcontractors for the Services and all other obligations, including but not limited to equipment lease obligations.

4.4. Client will pay, or reimburse Contractor for, any out-of-pocket expenses, including, without limitation, travel and travel related expenses, incurred by Contractor at the request of or with the approval of Client in connection with the performance of this Agreement. Reasonable and customary expenses incurred by Contractor, including without limitation expenses incurred for travel, local transportation, lodging and meals, will be billed to Client. Rreimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is posted to the Office of State Procurement (OSP) website: http://www.mmd.admin.state.mn.us/commissionersplan.htm and is incorporated into this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

5. TAXES.

Client will pay, sales, use, transfer, privilege, excise, charges, surcharges or other taxes, and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby (collectively, the "Taxes"); excluding, however, income taxes on profits which may be levied against Contractor. In addition to the fees allowed by Contract and specified in the applicable SOS, the amount of any Taxes applicable to the transactions contemplated hereby will be paid by Client

Contractor shall not collect sales tax on transactions made by Minnesota State agencies under this Contract. Minnesota State agencies use a Direct Pay Authorization to pay applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4405717. The Department of Revenue does not require Minnesota State agencies to complete the ST3 Form to receive exemption from sales and use tax collection. Cooperative Purchasing Venture (CPV) members may use Direct Pay Authorization to pay the applicable sales and use tax to the Department of Revenue but must first certify their ability to use this exception by providing the ST3 form to the Contractor.

6. USE OF CLIENT'S DATA.

Client's information is proprietary to Client and Contractor, or its subcontractor, will not use for itself nor disclose to any third party any information that is identifiable to Client or to employees of Client without the express written consent of Client. Client shall permit Contractor, or its subcontractor, to use data obtained from Client and others to prepare statistical analyses, provided that Contractor, or its subcontractor, will not reveal information identifiable to any person or specific Client.

SERVICES AND DMS.

6.1. To the extent Contractor or its subcontractors provide DMS hosting services, such hosting services will be made available to Client twenty-four hours a day, seven days a week less (i) scheduled DMS, hardware or service maintenance; (ii) downtime resulting from the acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to the DMS by means of Client's passwords or equipment; (iii) a failure of the Internet and/or the public switched telephone DMS or other event described in section 15 herein; or (iv) the occurrence of any event that is beyond Contractor, or its subcontractor's, reasonable control (collectively, "Excusable Downtime"). Contractor, or its subcontractor, warrants that the Services and DMS will be available to Client at least 95% of the time during each month, excluding Excusable Downtime ("Uptime Warranty"); provided that Client satisfies the hardware and communication requirements set forth in the Services and/or DMS documentation and is otherwise current on all payment obligations to Contractor and its Subcontractors.

6.2. If the Services and/or DMS is down more than the Uptime Warranty during a month, Contractor will credit to Client a pro- rated portion of the recurring fees set forth in the Initial SOS in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section 6.2,



Master Software and Services Agreement

"pro-rated portion of the recurring fee" means the product obtained by multiplying the applicable recurring fee during the month of the failure by a fraction, the numerator of which will be the number of hours that the Services and/or DMS did not satisfy the Uptime Warranty (i.e. the excess of actual downtime over Excusable Downtime in the applicable month), and the denominator of which will be the total number of hours of the Uptime Commitment during the month that such failure occurred. THE FOREGOING REFUND WILL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR CONTRACTOR'S FAILURE TO COMPLY WITH THE UPTIME COMMITMENT IN THIS SECTION 6.2 AND CLIENT HEREBY DISCLAIMS ALL OTHER REMEDIES AVAILABLE IN LAW AND EQUITY RELATED TO THE UPTIME WARRANTY.

The foregoing refund does not waive State's remedial rights established in the Contract or those available in law and in equity. The State may cancel the Contract if TBS fails to meet uptime requirements of the RFP following written notification and a thirty (30) day cure period. If the Contract is cancelled due to failure to meet uptimes, the State will not be required to pay early termination fees.

.8. WARRANTIES AND INDEMNIFICATION.

8.1. Parties agree to be responsible for their own acts and behavior and the results thereof. State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statute Section 3.736. Client represents and warrants (i) that Client either owns or has the right to authorize the reproduction of any hardcopy or electronic records provided to Contractor, or its subcontractor, (ii) the documents, materials or other records provided to Contractor, or its subcontractor, do not infringe any United States copyright, trademark, patents, trade secrets or other proprietary rights of any third-party. (iii) the Services do not violate a federal, state or municipal law or regulation.

8.2. Contractor represents and warrants (i) that Contractor either owns or has the right to grant the access license set forth herein, and (ii) that the Services do not infringe any United States copyrights, trademarks, patents, trade secrets, or other proprietary rights (collectively, "IP Rights") of any third party. Contractor will indemnify and hold Client harmless from and against any damages, costs, expenses and liabilities, including reasonable attorneys' fees, from any third party claims against Client arising from the breach of the representations and warranties set forth in this Section 8.2. The indemnification obligations are contingent upon Contractor being promptly notified of such claim, having the sole authority to defend or settle such claim, to the extent permissible by law and the State of Minnesota Attorney General's Office, and receiving the reasonable assistance of Client in connection therewith at Contractor's expense. Notwithstanding the foregoing, Contractor will have no indemnification obligation hereunder with respect to claims based on the State's sole negligence or willful acts.

8.3. DISCLAIMER OF WARRANTIES. Contractor warrants that services shall be performed by Contractor and its subcontractors or agents in a workmanlike manner and in accordance with commercially reasonable industry standards. EXCEPT AS EXPRESSLY INDICATED IN THIS SECTION 8, THE SERVICES AND/OR DMS ARE PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO THE OTHER PARTY WITH RESPECT TO THE DMS OR THE SERVICES PROVIDED HEREUNDER OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

9. TERM AND TERMINATION

9.1. Following the expiration of the Initial Term of this Agreement, this Agreement shall only be renewable through a duly executed amendment approved and signed by both parties, unless either party provides written notice to the other party at least sixty (60) days prior to the end of the then current term of its intent not to renew the term of this Agreement.

9.2. In the event that either party hereto materially defaults in the performance of any of its duties or obligations under the Agreement and does not substantially cure such default within thirty (30) days after receiving written notice specifying the default, then the non-defaulting party may, by giving written notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination. Termination of this Agreement for cause will terminate any SOS then in effect.

9.3. Termination of this Agreement by either party pursuant to the provisions of this Section 9 shall terminate each party's obligations under this Agreement except for the provisions of Sections 4, 5, 6, 8, 9.3, and 10 all of which shall survive termination of this Agreement.

9.4. For early termination other than Nonappropriation or vendor default, Rental plans must be bought out and all rental Equipment returned to Contract Vendor or its permitted assignee (in good working condition, ordinary wear and tear excepted), although rentals are subject to a termination charge. The termination charge is equal to the balance of unpaid rental payments and other amounts due hereunder (including any current or past due amounts) for rentals plus the residual FMV of the equipment and with regard to service or maintenance obligations, the termination charge may not exceed more than

four (4) month service and supply base or 25% of the remaining term, whichever is less.

10. LIMITED LIABILITY.

Parties agree to be responsible for their own acts and behavior and the results thereof. State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statute Section 3.736.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT FOR DAMAGES RELATING TO THE UNAUTHORIZED USE OR DISCLOSURE BY PARTIES OF OTHER'S INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS. EITHER PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY, EXCLUDING A PARTY'S INDEMNITY OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, INTELLECTUAL PROPERTY, PRODUCT LIABILITY AND CUSTOMER'S OBLIGATION TO PAY ALL FEES INCURRED UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES TO THE EXTENT ALLOWED BY THE LIMITATION OF LIABILITY OF THE CONTRACT AND ANY APPLICABLE MINNESOTA AND FEDERAL LAW. THE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT DAMAGES WERE FORESEEABLE BUT IN NO EVENT GREATER THAN THREE TIMES THE CONTRACT VALUE FOR THE TWELVE MONTH PERIOD PRIOR TO THE EVENTS GIVING RISE TO THE LIABILITY, BUT IN NO EVENT SHALL THIS LIMITATION BE LIMITED BY THE REQUIRED INSURANCE.

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11. NOTICES.

Any notice, approval, request, authorization, direction or other communication under this Agreement, except for billing and payment communication pursuant to section 4, shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested postage and charges pre-paid or any other means of rapid mail delivery for which the receipt is available, to the address of the party set forth at the end of this document.

To Contractor:	25530 Commercentre Drive Lake Forest, CA 92630
With a Copy to:	TABS Legal Department 25530 Commercentre Drive Lake Forest, CA 92630
To Client:	Minnesota Department of Administration Office of State Procurement 50 Sherburne Avenue, Suite 112 St. Paul, MN 55155

12. SCHEDULES AND EXHIBITS.

The following Schedule(s) and Exhibit(s) are attached to and made a part of this Agreement by this reference:

Schedule A: Statement of Services

13 DATA PROTECTION, SUBCONTRACTORS, DATA BREACH NOTIFICATION.

13.1 The Parties acknowledge and agree that (i) Client will be and remain the controller of the client material for purposes of the applicable laws relating to data privacy, personal data, transborder data flow and data protection; (ii) Client is the party instructing Contractor in relation to the use of the Client materials for activities including emailing, data collection, and reporting, and (iii) Contractor or its subcontractor will be processing Client materials on Client's behalf.

13.2 Pursuant to Section 13.1, Contractor (i) does not participate in Client's or Client's Affiliates selection of the individuals targeted by e-mails or questionnaires or individuals to whom data or access to reports is provided; (ii) does not influence or control the type of data and information gathered from individuals or the content of the material displayed to individuals, and (iii) does not influence or control the use and distribution of the data and information collected or inputted by Client or Client Affiliates.

13.3 Contractor shall maintain and shall ensure any third-party subcontractor maintains commercially reasonable technical and organizational processes to protect (i) against the unauthorized access to such Personal Data; and (ii) against accidental loss or destruction of or damage to such Personal Data held or processed by it all times in accordance with generally accepted industry practice.

13.4 If Contractor plans to use third party suppliers to manage the Services and/or DMS and the hosting environment therein Contractor will contact the Client before third party is engaged. If Client determines that services proposed outside of the United States present risk to the Client, the Client reserves the right to negotiate the location of services

14 INSURANCE.

14.1 During the Term, and for a period of three (3) years after its termination or expiration, Contractor shall procure and maintain the following insurance coverage: (i) for purposes of Contractor's obligations set forth in section 13.3, Contractor shall maintain cybersecurity coverage in an amount no less than as required under section 10 herein, and (ii) for purpose of Contractor's indemnity obligations set forth in section 8 herein, general liability coverage with limits as required under section 10 herein.



Master Software and Services Agreement

14.2 During the Term, and for a period of three (3) years after its termination or expiration, Client shall procure and maintain the following insurance coverage: for purpose of Client's indemnity obligations set forth in section 8 herein, general liability coverage with limits no less than \$100,000.00 per occurrence and \$250,000 aggregate.

14.3 Upon request by either party, either Contractor or Client, as the case may be, will provide proof of insurance coverage. In the event that any such insurance coverage is canceled, terminated or not renewed, Contractor or Client, as the case may be, shall immediately notify the other party of such action and shall procure replacement insurance coverage without delay.

15 MISCELLANEOUS.

In the event that either party's performance is delayed, prevented, obstructed or inhibited because of any act of God, fire, casualty, delay or disruption in transportation or utilities flood, war, strike, lockout, epidemic, destruction or shutdown of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer DMS or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party. Client shall not assign or otherwise transfer all or any or of its rights, obligations or interest under this Agreement without the written consent of Contractor, which shall not be unreasonably withheld, and any attempt to do so shall be void and of no force or effect for any purpose whatsoever and shall constitute a breach of this Agreement. The failure of either party to insist upon the performance of any provision herein or to exercise any right or privilege granted to it hereunder will not be construed as a waiver of such provision or any provisions herein, and the same will continue in full force. The various rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any provision be considered an acceptance of any continuing or subsequent breach of the same provision. The Agreement and the Services will be governed by either party against the other party in a State or Superior court of competent jurisdiction in Ramsey County, Minnesota. Both Parties hereby submit to the exclusive jurisdiction of such courts and waive any objection to jurisdiction or venue in any such proceeding.

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the Effective Date.

ADDRESS:	TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.: ADDRESS:
BY:	
	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	111LE:
	DATE:

Exhibit G: Toshiba Professional Services Agreement as Negotiated

TOSHIBA

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

This Professional Services Agreement (the "PSA") effective as of the date of the last party to sign below ("Effective Date") is entered into by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("TBS"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and TBS shall be referred to herein as the "Contractor"), and <Customer Legal Name> ("Customer"), located at <Customer's address>. This PSA, along with a Statement(s) of Work ("SOW") which incorporates this PSA and is signed by Contractor and Customer, sets forth the complete terms and conditions pursuant to which Contractor agrees to provide "Project Services" (defined below) for the benefit of Customer (collectively referred to herein as the "Project Contract"). All other agreements, proposals, purchase orders, representations and other understandings concerning the subject matter of this PSA, whether oral or written, are superseded in their entirety by the Project Contract. In the event of a conflict between the terms of the SOW and this PSA, the terms of the SOW shall prevail.

DEFINITIONS.

"**Project Services**" are defined as all items produced or provided for Customer's use by Contractor, including documentation, materials, and other information in connection with a Project Contract.

SERVICES AND LICENSES.

The parties acknowledge that the Project Services may be associated with Contractor's proprietary software and/or equipment. If Customer has previously licensed the Contractor proprietary software and/or equipment described in the SOW, then Customer's use of such Project Services shall be governed by the terms of the applicable proprietary license agreement between Contractor and Customer. No other license for the Contractor software is granted to Customer hereunder. Customer agrees that it shall use the Project Services subject to the same usage and confidentiality restrictions as set forth in the applicable license agreement.

Each of the Parties hereby warrants that it shall perform its responsibilities under this PSA in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, trade secret, copyright or other proprietary right of any Third Party, or a violation of the other Party's software license agreements or intellectual property rights disclosed to or known by such Party. Customer acknowledges that it may not duplicate or copy, for any purpose, Contractor provided software as a service (SaaS) which is a proprietary hosted and web-based management tool designed specifically to exchange information for the delivery of content to media players. The Software is licensed, not sold. Customer has no title to the intellectual property in the SaaS and title and full ownership rights to the software will remain the exclusive property of licensor, and Customer will not acquire any rights to the software, except as expressly set forth in Contract Number 189782.

Contractor retains all rights to the Project Services delivered hereunder and the Customer acknowledges and agrees that it obtains no rights to such Project Services as a "work made for hire" as that term is defined in Section 101 of the United States Copyright Act, other than the right to use the Project Services as provided herein and in any applicable license agreement. Furthermore, Contractor retains title to any tools used in connection with providing the Project Services, as well as all ideas, concepts, know-how, methods and techniques developed or conceived by Contractor prior to or outside the scope of the Project Contract, including all modifications and derivative works thereof ("Contractor Intellectual Property"). Subject to the terms of any applicable license agreement, Contractor grants Customer a non-exclusive, royalty-free license to use such Contractor Intellectual Property to the extent embodied within any Project Services delivered to Customer hereunder.

Contractor will not be restricted in its ability to reassign Contractor personnel who have provided Project Services hereunder for similar engagements for other customers and may use any ideas, concepts, know-how, and expressions embodied within the Project Services.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

PAYMENTS AND INVOICES.

TOSHIBA

Fees for the Project Services and the schedule for payment of fees will be set forth in the SOW. Any undisputed invoice which is unpaid by Customer when due shall be subject to an interest charge equal to the lower of 1.5% per month or the highest applicable legal rate.

TAXES.

Client will pay, sales, use, transfer, privilege, excise, charges, surcharges or other taxes, and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby (collectively, the "Taxes"); excluding, however, income taxes on profits which may be levied against Contractor. In addition to the fees allowed by Contract and specified in the applicable SOS, the amount of any Taxes applicable to the transactions contemplated hereby will be paid by Client

Contractor shall not collect sales tax on transactions made by Minnesota State agencies under this Contract. Minnesota State agencies use a Direct Pay Authorization to pay applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4405717. The Department of Revenue does not require Minnesota State agencies to complete the ST3 Form to receive exemption from sales and use tax collection. Cooperative Purchasing Venture (CPV) members may use Direct Pay Authorization to pay the applicable sales and use tax to the Department of Revenue but must first certify their ability to use this exception by providing the ST3 form to the Contractor.

MANUFACTURER AND THIRD PARTY WARRANTIES

CONTRACTOR WARRANTS THAT SERVICES SHALL BE PERFORMED BY CONTRACTOR AND ITS SUBCONTRACTORS OR AGENTS IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH COMMERCIALLY REASONABLE INDUSTRY STANDARDS. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY CONTRACTOR AND CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL PRODUCT DELIVERED AND INSTALLED, INCLUDING THIRD PARTY ADD-ONS ARE ACCEPTED SUBJECT TO BOTH THE MANUFACTURER'S AND THIRD PARTY WARRANTIES.

LIMITATION OF LIABILITY.

Parties agree to be responsible for their own acts and behavior and the results thereof. State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statute Section 3.736.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT FOR DAMAGES RELATING TO THE UNAUTHORIZED USE OR DISCLOSURE BY PARTIES OF OTHER'S INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS. EITHER PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY, EXCLUDING A PARTY'S INDEMNITY OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, INTELLECTUAL PROPERTY, PRODUCT LIABILITY AND CUSTOMER'S OBLIGATION TO PAY ALL FEES INCURRED UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES TO THE EXTENT ALLOWED BY THE LIMITATION OF LIABILITY OF THE CONTRACT AND ANY APPLICABLE MINNESOTA AND FEDERAL LAW. THE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT DAMAGES WERE FORESEABLE BUT IN NO EVENT GREATER THAN THREE TIMES THE CONTRACT VALUE FOR THE TWELVE MONTH PERIOD PRIOR TO THE EVENTS GIVING RISE TO THE LIABILITY, BUT IN NO EVENT SHALL THIS LIMITATION BE LIMITED BY THE REQUIRED INSURANCE.

ASSIGNMENT.

Neither party may assign any of its rights or delegate any of its obligations under a Project Contract whether by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment in violation of this Section will be void and of no effect.

TERMINATION.

In the event of a breach of a material provision of this PSA or any SOW hereunder (including the non-payment of an undisputed invoice when due) which is not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party may terminate this PSA or the applicable SOW immediately. Upon any termination of a SOW, Customer

TOSHIBA

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

agrees to pay Contractor for all Project Services performed and expenses reasonably incurred by Contractor hereunder through date of termination and Contractor agrees to provide Customer with any existing Project Services for which Customer has paid as of such termination date. In the event of a termination by Contractor resulting from Customer's breach, the fees due for the services rendered prior to the date of termination shall be payable at Contractor's rates specified in Contract 189782.

MISCELLANEOUS.

To permit the services to be performed in accordance with the SOW, Customer shall timely perform all of its obligations set forth herein and, in the SOW, including, but not limited to, providing Contractor with reasonable access to all hardware, software, Customer employees and facilities, and making reasonable efforts to facilitate completion of the SOW. This PSA shall be interpreted in accordance with the laws of the State of Minnesota, Ramsey County. Contractor shall commence work following full execution of this PSA and the applicable SOW. Contractor shall perform the Project Services as an independent contractor and neither Contractor nor its employees shall be deemed to be employees of the Customer. While Contractor is performing the Project Services and for a period of one (1) year thereafter, Customer shall not hire from Contractor, either as an employee or as a contractor, any of the personnel assigned to perform Project Services under a SOW on behalf of Contractor. No change, amendment or modification of any provision of this PSA shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have caused this PSA to be executed by their duly authorized representatives and made effective as of the Effective Date.

ON BEHALF OF CONTRACTOR	ON BEHALF OF THE CUSTOMER
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit H: Toshiba Statement of Work as Negotiated

TOSHIBA

STATEMENT OF WORK ("SOW")

fo

Customer - <enter Customer Name>

Services - <enter Solution Name>

Customer

Contractor

<Enter Contractor Authorized Signer Title>

<Enter Contractor Authorized Name>

<Enter Customer Principal Contact Name>

Printed Name

<Enter Customer Principal Title>
Printed Title

Signature

Signature

Printed Title

Printed Name

<enter Customer SOW Signing Date>
Date

<enter Contractor SOW Signing Date>
Date

This Statement of Work ("SOW") is made by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("TBS"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and TBS shall be referred to as the "Contractor"), and <enter Customer Name> located at <enter Customer Location> (the "Customer").

This SOW describes the project and details the services and deliverables (hereinafter collectively known as "Project Services") associated with the <Enter Project Name> project (the "Project").

Project Services shall be provided pursuant to the "Project Contract" which consists of (i) this SOW together with (ii) the Professional Services Agreement ("PSA") dated < Insert specific PSA Name and date > between Contractor and its Customer (the "Services Agreement"). This SOW is subject and subordinate to the PSA. To the extent the terms and conditions of the PSA and SOW conflict, the SOW shall prevail.

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1. Project Contacts

Contractor Office Details	
Contractor Region	
Address Line1	
Address Line 2	
City, State, ZIP City, State. ZIP	
Phone Number	
Fax Number	
Contractor Sales Rep. Name	
Contractor Consultant Name	
Contractor Analyst Name	
Customer Number	
Contract Number	

Customer Details		
Customer Name		
Customer Contact Person		
Customer Address Line-1		
Customer Address Line-2		
City, State, ZIP		
Telephone #:	Ext:	
Fax Number:		
Email Address:		
Customer Number:		
Contract Number:		

2. Introduction

Customer's acceptance of this SOW shall be authorization for Contractor's performance of the Project Services set forth in this SOW. Contractor reserves the right to utilize subcontractors and subsubcontractors (collectively known as "Sub-contractors") in performance of the Project Services. Contractor represents that all its Sub-contractors (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 Contractor in the performance of the Project Services.

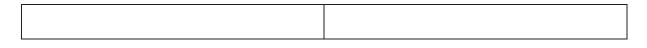
The purposes of the SOW are to (i) specify the work to be completed by the Contractor during phases of the Project; (ii) detail the obligations of the Contractor and the Customer; and (iii) set forth the Project schedule and fees.

Contractor has prepared this SOW to detail the scope of Project Services and costs for the Project Services. The costs stated were derived by drawing from Contractor's experience with similar engagements, using preliminary information received from Customer, and using rates provided in the State of Minnesota Contract.

The information in this SOW supersedes all previous estimates or verbal discussions on the project.

Project Objective

Based on the agreed upon business requirements, Contractor will provide design, implementation, training, and support services to the following locations:



3. Project Scope

Contractor has identified the need to deploy Software and provide Professional Services for the implementation. Contractor will provide the following services to Customer:

3.1. In-Scope Functionality

- Consult with Customer personnel to implement Software
- Educate the Customer IT personnel on the features of Software
- Deploy and integrate Software
- Assist Customer IT personnel in the installation and configuration of Software
- Training of end user to use the Software
 - Administrative Training
 - End user to user to use the Software

See the attached **Exhibit A, Project Plan** for more specific project tasks.

Note: Attach a sample Project Plan as **Exhibit A** at the bottom of this SOW. Remove this note before submitting this SOW to Customer.

3.2. Out of Scope Functionality:

• Any activity not defined in the In-Scope functionality section of this document

4. Project Deliverable(s)

Deliverable(s):

Contractor will provide the following:

- 1. Solution Design (Functional Design Document)
- 2. Software Deployment and Configuration
- 3. Documentation:
 - Project Plan
 - This Statement of Work (SOW)
 - Acceptance Documents (project signoff)
 - Software documentation is provided with the Contractor provided Software
 - User Manual
 - Installation & Administration Manual
 - Configuration Documentation
 - User Acceptance Testing Recommendations
 - Administrative Training Materials

Refer to your Microsoft Teams Site for the Solutions System Requirements Options.

NOTE: It is the responsibility of the Customer to meet the minimum installation pre-requisites for software provided to them during the quote process.

5. Services

Contractor will provide the following services:

REPLACE THIS LINE WITH CONTENT for the specific solution being implemented. Remove the instructions text prior to submission of this SOW to Customer.

Refer to your Microsoft Teams Site for the Solutions Services Options.

*Note: Please reference the Project Plan for a complete list of Services provided.

6. Professional Services Fees

Use the applicable Engagement type. Remove other options. Remove this highlighted note prior to submission of this SOW to Customer.

FIXED FEE ENGAGEMENT TEXT. USE AS IS

This is a fixed fee engagement. The Professional Services for this project are included in the terms of the lease agreement signed by Customer. Any changes to this SOW will require a Change Order executed and agreed upon by both parties in writing. Contractor cannot perform work outside of the scope of this SOW without an authorized Change Order signed by Customer.

Professional Service Fees \$XXXXXX.XX

This document is valid for a period of 30 days from the cover date; after this date it may be revised.

Expenses associated with travel, overnight stays, etc., for the hours estimated in this SOW are included in the estimate of this project. If applicable, reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed \$ [Insert total travel budget here. If none, insert "\$0.00"]; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated in to this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

TIME AND MATERIALS ENGAGEMENT TEXT. USE AS IS

This is a time and materials engagement. The Professional Services fees for this project are inclusive up to XX hours. The hours are an estimate based upon our current understanding of the project. Any changes to this Statement of Work will require a Change Order executed and agreed upon by both parties. CUSTOMER cannot perform work outside of the scope of this SOW without an authorized Change Order signed by Customer.

Professional Service Fees \$XXXXXX.XX

This document is valid for a period of 30 days from the cover date; after this date it may be revised.

Expenses associated with travel, overnight stays, etc., for the hours estimated in this SOW are included in the estimate of this project.

BLOCK OF HOURS ENGAGEMENT TEXT. USE AS IS

This is a Block of Hours engagement. The Professional Services fees for this project are limited to XX hours. If additional hours are required, additional Block of Hours must be purchased using a Change Order executed and agreed upon by both parties. CONTRACTOR cannot perform work outside of the scope of this SOW without a duly executed amendment or change order signed by an authorized individual for both parties.

Professional Service Fees \$XXXXXX.XX

This document is valid for a period of 30 days from the cover date; after this date it may be revised.

Expenses associated with travel, overnight stays, etc., for the hours estimated in this SOW are included in the estimate of this project. If applicable, reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed \$ [Insert total travel budget here. If none, insert "\$0.00"]; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated in to this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

See **Exhibit B – Price List** for itemized pricing quote

Note: Attach a sample Price List as **Exhibit B** at the bottom of this SOW. Remove this highlighted note prior to submission of this SOW to Customer.

7. Acceptance Milestones

Contractor has created the following testing and acceptance milestones to enable successful completion of the project to the satisfaction of both Contractor and Customer. These milestones are used to demonstrate the successful execution of the required services for Customer and this project.

During this project, Contractor may request that you initial and date each milestone to signify completion and acceptance. If additional milestones other than listed below are required, Contractor and Customer reserve the right to document and incorporate a Change Order signed by both parties, to this SOW.

Project Milestones

Please refer to Exhibit A, Project Plan for project detail.

Notes:

The milestones table below is intended as a sample. Update as needed.

Append a sample project plan as **Exhibit A** to this SOW. Remove these notes prior to submission of this SOW to Customer.

	Milestone	Milestone Start	Milestone End I
Phase One - (Implement DRMS for HR)			
1.	Initiation and planning complete	6/3/2019 -	6/14/2019
2.	Software configuration complete	6/17/2019 -	7/12/2019
3.	Workflow design complete	7/15/2019	7/23/2019
4.	System testing complete	7/24/2019	7/26/2019
5.	User acceptance testing (UAT) complete	7/29/2019	8/2/2019
6.	Training complete	8/5/2019	8/9/2019
7.	User Acceptance Signoff	8/12/2019	8/15/2019
Project Complete			8/15/2019

8. Completion Criteria

When the services detailed in this SOW and associated Project Plan have been completed and demonstrated, the project will be considered complete and Contractor will request Customer signoff of the attached **Exhibit C, Solutions Delivery and Acceptance** within 15 days of Project Plan completion.

9. Change Management

While this SOW is intended to provide, as much as possible, a clear understanding of the responsibilities of the parties concerning these Project Services, it is not intended to encompass every conceivable obligation and responsibility that may arise.

Circumstances encountered during the performance of these services that warrant additional time or expense could result in the inability to deliver the services detailed within this SOW. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, Software or Deliverables will be communicated in writing and agreed to by both Contractor and Customer via Contractor's Project Management personnel. A Change Order Authorization ("COA") form, signed by both parties, may be added to this agreement to amend and set forth the effective date, purpose, description and price, if applicable.

The work required to address these changes will be scoped and presented to Customer as a COA with any additional time, materials or cost. The following list provides a detailed process to follow if changes to the scope of this SOW are required.

- A COA will be the vehicle for communicating change and will be prepared by the Contractor lead Solutions Analyst assigned to this project. The COA must describe the change, the reason for the change, and the effect the change will have on the project.
- Both Project Managers will review the proposed change and approve in writing. The review will determine the effect the COA will have on price, schedule, and other terms and conditions of this SOW.
- A written COA must be signed by both parties to authorize the implementation of any changes. See the attached **Exhibit D, SOW Change Order Authorization**.

10. Support

Contractor will provide implementation support for this project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufactures specifications.

Upon completion of the project, Customer will have access to the implemented solution's support Engineers for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

Please Refer to **Exhibit E, Proposed Support Escalation Process** for support details Note: Append Support Escalation Process instructions as **Exhibit E**. Remove these notes prior to submission of this SOW to Customer.

11. SOW - Assumptions

The following are the general assumptions on which this SOW and Professional Services Fee are based. If any of these assumptions either change or are incorrect a COA approved and signed by both parties, may be required, which may result in additional Professional Services fees.

- Building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Access to equipment and facilities will be unimpeded. If access delays occur, work may be considered out of scope and may be required to be done outside of business hours at rates provided in the State of Minnesota Contract. Normal hours are Monday through Friday 7 a.m. to 5 p.m. local time, excluding holidays.
- Cabling and WAN Data Communication Lines are properly installed and tested. Contractor is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will require a COA and will be billed according to the rates provided in the State of Minnesota Contract.
- Contractor is not responsible for any conflicts with existing hardware or software that is no longer supported by the manufacturer. Contractor will review Customer hardware and software during the draft stage of the SOW and identify any known conflicts and propose solutions and costs to correct conflicts.
- Contractor is only responsible for integration tasks outlined in this proposed SOW. Any work outside of this SOW will be handled through a COA Process, approved and signed by both parties, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
- Contractor will have access to Customer facilities and technical resources for the completion of this project and may conduct a substantial portion of the project work offsite at its own facilities.
- Deliverables and related activities have been explicitly defined herein, and anything not specifically included, but desired to be completed is to be addressed through the change management process.
- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost and with a potential impact to delivery times).

12. Customer Responsibilities

The "Scope of Work – Details" is the Software specific activities that are defined as the responsibility of Customer. If any of these responsibilities either change or are incorrect a COA may be required, signed by both parties, which may result in additional Professional Services fees. Please review this section to make sure these responsibilities are correct.

- Ensure that all applications and data are successfully backed up prior to Contractor beginning work. Contractor is not responsible for any lost information.
- Provide original manufacturer documentation for all existing hardware and software.
- Provide Backup equipment and media.
- Provide UPS equipment and media.
- Provide technical and application support for configuration and testing of Customer specific information. Contractor does not warrant Customer applications.

- Provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration security, remote access, domain structure, WAN/LAN connectivity, applications used for this project to work in conjunction with the Contractor team on this implementation. Additionally, a desktop technician may be required to perform Customer -side duties.
- Communicate the project to appropriate users.
- Make available all the appropriate resources, systems, network access, reports and any/all other data elements required for Contractor to complete the deliverables and other research necessary to complete this project as contained herein.
- Provide a dedicated project manager to provide management, reporting, day to day project tracking, move/add/change requirements, and cross coordination of requirements.
- Suitable hardware to host the Software application components See the specific Solution's Systems Requirements document listed in the Referenced Documents section.
- Suitable Operating Systems software and licenses for the above hardware See the specific Solution's Systems Requirements document listed in the Referenced Documents section.
- Hardware and software maintenance for all servers See the specific Solution's Systems Requirements document listed in the Referenced Documents section.
- Network configuration information to assist in solution design.
- Deploy Software with the assistance of Customer IT Personnel to Customer desktops (if required).
- Network connectivity between all solution components.
- Daily backups for all data related to Contractor Systems Software system.
- Inclusion of Software servers in routine maintenance activities (anti-virus, backup, etc.).
- Identify a Project Sponsor with sign-off authority and ability to facilitate Customer stakeholder participation.
- Provide the resources to complete Customer responsibilities defined in the Deliverables section of this SOW.
- Provide access to key personnel and information needed to complete the project.
- Provide the appropriate physical and network access to onsite resources, including IT area and all necessary fees, licenses, and release forms, related to photos, logos, and imagery that are to be provided to Contractor.
- Provide a workspace for Contractor staff to use onsite.
- Report on any Customer technical or resource issues that would delay, hinder or adversely affect the deployment of the solution or its performance in the Customer environment.
- System Maintenance Tasks:
 - Resolution of Software system alerts as listed in the solution application
 - Daily monitoring of Server Health
 - Backup of all Software data and system settings
 - Distribution of Software upgrades to Customer PC's as needed
 - Installation and deployment of software updates
- Allow for the distribution of Software upgrades to Customer PC's as needed.
- Accept title and/or license upon delivery/installation for product and/or software purchased if applicable.
- Sign appropriate Contractor finance document for leased or financed transactions

13. Contractor Responsibilities

The following are the Software specific activities that are defined as the responsibility of Contractor.

- Software License Key
- Technical specification for implementation
- Software revisions, updates, and patches during the term of the agreement
- Installation of the Software components
- Solution training
- Email and phone support for the duration of the contract
- Technical Services included in the Annual Support & Maintenance Agreement
- Software updates and patches are included in the Annual Maintenance and Support Agreement
- Support for the download of software updates is included in the Annual Maintenance and Support Agreement
- Services Associated with this installation and deployment of updates, patches, bug fixes and updates to any component of this SOW are outside of this agreement and will require a separate project plan and SOW.

14. ADDITIONAL TERMS

1. Payment terms are Net 30 days. All amounts more than 30 days past due shall be subject to a one percent (1%) monthly late fee or the highest amount allowed by law.

Exhibit A: Proposed Project Plan

Note: Below is a sample Project Plan. Replace this plan with actual project referenced in this SOW. Remove these notes prior to submission of SOW to Customer.

Task Name	Duration	Projected Start Date	Projected End Date
<customer name=""> Solution Implementation Project Plan</customer>	57d	06/03/19	08/20/19
Initiation and Planning	8d	06/03/19	06/12/19
Resource Allocation	4d	06/06/19	06/11/19
Milestone - Initiation and Planning Complete	1d	06/12/19	06/12/19
Execution	49d	06/13/19	08/20/19
Software Configuration	31d	06/13/19	07/25/19
Milestone - Workflow Design Complete	1d	07/22/19	07/22/19
Install Workstation Clients	4d	07/22/19	07/25/19
Install Solution client software	4d	07/22/19	07/25/19
Milestone - Software Configuration Complete	1d	07/26/19	07/26/19
System Testing	5d	07/26/19	08/01/19
Milestone - System Testing Complete	1d	07/17/19	07/17/19
Maintenance and Support		08/21/19	
Measures and Control		08/21/19	

Exhibit B: Pricing Schedule

Note: Insert actual pricing schedule referenced in this SOW. Remove these notes prior to submission of SOW to Customer.

TOSHIBA

Exhibit C: Solutions Delivery and Acceptance Form

Customer Name:			
Project Name/Desc	ription	Project Location Address	
Name And Title Of	Authorized Person	City, State, ZIP	
E-Mail Address		Phone	FAX
Service Agreement	Information		
Service Agreemen	t Type:	Statement of Wor	k If other, speci
Service Agreemen	t Date		
Deliverable / Miles	tone / Project Information		
deliverable, milesto acceptance criteria Contractor is author	ne and/or project referenced have been satisfied in all resp rized to invoice Customer for	acknowledges and confirms th above has been completed, ar ects as of the date of this Form all unpaid, or outstanding fees in accordance with the terms o	nd all testing and . Accordingly, and charges
Date	Authorized Customer Representat	ive Signature	Title



Exhibit D: Change Order Authorization Form

Statement of Work

Change Order Authorization

PS Project Name: [Insert Project Name]

PSA Date: [Insert PSA Date]

Change Order Number: [Insert Change Number]

This Statement of Work Change Order Authorization ("COA") is made and entered into by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("TBS"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and TBS shall be referred to as the "Contractor") and [CUSTOMER], located at

("CUSTOMER ADDRESS"), collectively "parties". This COA is hereby incorporated by reference into the Statement of Work ("SOW") between the Parties as of the Effective Date below. This COA shall continue in effect until the termination or expiration of the SOW, unless sooner terminated in accordance with the terms of the SOW or as indicated herein. Parties agree that this COA hereby amends and/or modifies the referenced SOW as follows:

Effective Date:

Purpose of Change:

Change Description (if attachments are necessary, please number sequentially as Appendices)

Pricing:

Facsimile and electronic signatures shall have the same effect as written signatures

The Parties have caused this COA to be executed and each individual whose signature appears below hereby warrants that they are duly authorized to execute this COA on behalf of the Party they represent:

CONTRACTOR	CUSTOMER
Printed Name:	 Printed Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Exhibit E: Support Escalation Process

Note: Add Support Escalation Process description in this section.

Below is a sample Support Escalation Process. Replace this process with the applicable escalation process. Remove these notes prior to submission of SOW to Customer.

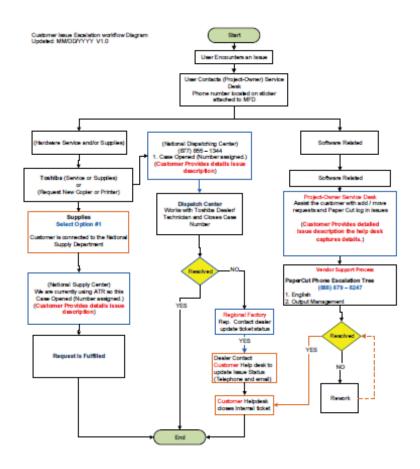


Exhibit F: Business Requirements Document

The Business Requirements Document ("BRD") outlines the details the business solution for a project including the documentation of Customer needs and expectations. The BRD is intended to highlight the project Scope, Requirements, Assumptions, Constraints, and Risks.

BRD WILL BE PROVIDED BY CONTRACTOR

Exhibit G: Functional Design Document

The Functional Design Document provides an overview of the business issue to be addressed, a mockup of the User Interface (UI) design, and a plain English synopsis of the logic anticipated. This document provides the customer with the opportunity to approve the high-level design before the effort is made to develop a detailed or technical design.

FDD WILL BE PROVIDED BY CONTRACTOR

Exhibit I: Toshiba Business Requirements Document as Negotiated

TOSHIBA

BUSINESS REQUIREMENTS DOCUMENT ("BRD")

for

Customer - <enter Customer Name>

Customer	Contractor
<enter contact="" customer="" name="" principal=""></enter>	<enter contact="" contractor="" name="" rep=""></enter>
Printed Name	Printed Name
<enter customer="" principal="" title=""></enter>	<enter contractor="" rep="" title=""></enter>
Printed Title	Printed Title
Signature	Signature
<enter customer="" date="" signing="" sow=""></enter>	<enter contractor="" date="" signing="" sow=""></enter>
Date	Date

This Statement of Work ("SOW") is made by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("TBS"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and TBS shall be referred to as the "Contractor"), and <enter Customer Name> located at <enter Customer Location> (the "Customer").

This Business Requirements Document ("BRD") for <enter Customer Name> outlines the details of the business solution for a project including the documentation of customer needs and expectations. This BRD is intended to highlight the project Scope, Requirements, Assumptions, Constraints, and Risks. Obligations pertaining to the BRD or SOW apply only to the extent that the BRD agreement does not conflict with the terms of the Contract. Upon completion of the BRD process, the parties shall execute an Agreement that governs only the execution of the BRD. The parties have no obligations until a final Agreement is executed by both parties.

Revision History			
Version	Date	Revised By	Notes
1.0	<create date<="" td=""><td><enter here="" name=""></enter></td><td>Document Creation</td></create>	<enter here="" name=""></enter>	Document Creation

This document has been approved as the official Business Requirements Document for <<u>Enter</u> Project Name Here>, and accurately reflects the current understanding of business requirements.



Document Approval			
Approver Name	Project Role	Signature or Electronic approval	Date
<approver name=""></approver>	<enter approver's="" project="" role=""></enter>		<approver name=""></approver>

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1 Introduction

CONTRACTOR has prepared the following BRD to detail the requirements for the Solution Implementation Project for Customer. CONTRACTOR has outlined the project scope for the project. Requirements outlined in this document are based on preliminary information received from Customer.

The information in this BRD supersedes all previous verbal discussions on the project.

2 Location

The following location(s) is(are) included in the scope of this project. Enter Project Location Here. Remove this note prior to submitting to Customer

3 Project Summary

4 Project Objectives

Enter Project Objectives here.

See the Comments section for the Project Objectives definition and sample text. Remove this note prior to submitting to Customer

5 Business Drivers

Enter the Business Drivers ere. See the Comments section for the Business Drivers definition, and sample text. Remove this note prior to submitting to Customer

6 Project Scope

Enter the Project Scope here. See the Comments section for the Project Scope definition, and sample text. Remove this note prior to submitting to Customer

7 Business Requirements

7.1 Current Business Process (As-Is)

Enter the Current Business Process here. See the Comments section for the Project Business Requirements, and sample text. Remove this note prior to submitting to Customer Include diagrams if available (Sample In Scope Functionality)

7.2 New Process Requirements (Future-State)

7.2.1 Mandatory proposed solutions functionality

Enter the mandatory Requirements here. See the Comments section for sample text. Remove this note prior to submitting to Customer

7.2.2 Optional proposed solutions functionality

Enter the Optional Requirements here. See the Comments section for the Mandatory Functionality definition, and sample text. Remove this note prior to submitting to Customer

8 Related Documents

Provide the names of any sample documents used in the collection of information in this document. Remove this note prior to submitting to Customer

Document Title	Document Description
mortgage process approval.pdf	Describes existing mortgage on-boarding workflow process.

Exhibit J: Toshiba Statement of Services as Negotiated

STATEMENT OF SERVICES ("SOS")

for

Customer - <enter Customer Name>

Services - <enter Solution Name>

Customer

Contractor

<Enter Customer Principal Contact Name>
Printed Name

<Enter Customer Principal Title>
Printed Title

Signature

Signature

Printed Name

Printed Title

<enter Customer SOS Signing Date> **Date**

<enter Contractor SOS Signing Date>
Date

<Enter Contractor Rep Contact Name>

<Enter Contractor Rep Title>

This Statement of Services ("SOS") is made by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("Contractor"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and Contractor shall be referred to as the "Contractor"), and <enter Customer Name> located at <enter Customer Location> (the "Customer").

This SOS describes the project and details the services and deliverables (hereinafter collectively known as "Project Services") associated with the <Enter Project Name> project (the "Project").

Project Services shall be provided pursuant to the "Project Contract" which consists of (i) this SOS together with (ii) the Master Software and Services Agreement ("MSSA") dated<Insert specific MSSA Name and date > between Contractor and its Customer (the "Services Agreement"). This SOS is subject and subordinate to the MSSA. To the extent the terms and conditions of the Services Agreement and SOS conflict, the SOS shall prevail.

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1. Project Contacts

Contractor Office Details	
Contractor Region	
Address Line1	
Address Line 2	
City, State, ZIP City, State. ZIP	
Phone Number	
Fax Number	
Contractor Sales Rep. Name	
Contractor Consultant Name	
Contractor Analyst Name	
Customer Number	
Contract Number	

Customer Details		
Customer Name		
Customer Contact Person		
Customer Address Line-1		
Customer Address Line-2		
City, State, ZIP		
Telephone #:	Ext:	
Fax Number:		
Email Address:		
Customer Number:		
Contract Number:		

2. Introduction

Customer's acceptance of this SOS shall be authorization for Contractor's performance of the Project Services set forth in this SOS. Contractor reserves the right to utilize subcontractors and subsubcontractors (collectively known as "Sub-contractors") in performance of the Project Services. Contractor represents that all its Sub-contractors (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 Contractor in the performance of the Project Services.

The purposes of the SOS are to (i) specify the work to be completed by the Contractor during phases of the Project; (ii) detail the obligations of the Contractor and the Customer; and (iii) set forth the Project schedule and fees.

Contractor has prepared this SOS to detail the scope of Project Services and costs for the Project Services. The costs stated were derived by drawing from Contractor's experience with similar engagements, using preliminary information received from Customer, and using rates provided in the State of Minnesota Contract.

The information in this SOS supersedes all previous estimates or verbal discussions on the project.

Project Objective:

Contractor will provide design, implementation, training, and support services to the following locations:

3. Project Scope

Contractor has identified the need to deploy Software and provide Professional Services for the implementation. Contractor will provide the following services to Customer:

3.1. In-Scope Functionality

- Consult with Customer personnel to implement Software
- Educate the Customer IT personnel on the features of Software
- Deploy and integrate Software
- Assist Customer IT personnel in the configuration of Software
- Training
 - Administrative Training
 - End user to user to use the Software

See the attached **Exhibit A, Project Plan** for more specific project tasks.

Note: Attach a sample Project Plan as **Exhibit A** at the bottom of this SOS. Remove this note before submitting this SOS to Customer.

3.2. Out of Scope Functionality:

• Any functionality not listed in section 4.1 or section 6 will be considered out of scope for this project.

4. Project Deliverable(s)

Deliverable(s):

Contractor will provide the following:

- 1. Solution Design (Functional Design Document)
- 2. Software Deployment and Configuration
- 3. Documentation:
 - Project Plan
 - This Statement of Service (SOS)
 - Acceptance Documents (project signoff)
 - Software documentation is provided with the Contractor provided Software
 - User Manual
 - Installation & Administration Manual
 - Configuration Documentation
 - User Acceptance Testing Recommendations
 - Administrative Training Materials

Refer to your Microsoft Teams Site for the Solutions System Requirements Options.

NOTE: It is the responsibility of the Customer to meet the minimum installation pre-requisites for software provided to them during the quote process.

5. Services

Contractor will provide the following services:

REPLACE THIS LINE WITH CONTENT for the specific solution being implemented. Remove the instructions text prior to submission of this SOS to Customer.

Refer to your Microsoft Teams Site for the Solutions Services Options.

*Note: Please reference the Project Plan for a complete list of Services provided.

6. Professional Services and License Fees

Cloud Subscription Fees Language: Adjust as needed for your opportunity.

This is a fixed fee engagement. Any changes to this SOS will require a Change Order executed and agreed upon in writing by both parties. Contractor cannot perform work outside of the scope of this SOS without an authorized Change Order signed by both parties.

Services Fees	
Initial Investment	\$ <enter customer's="" here="" initial="" payment=""></enter>
License Fees (includes M&S)	\$ <enter fee="" here="" licensing=""> (renewable annually)</enter>

This document is valid for a period of 30 days from the cover date; after this date it may be revised upon consent by CONTRACTOR.

Expenses associated with travel, overnight stays, etc., for the duration of this project are included in the estimate of this project. If applicable, reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed \$ *[Insert total travel budget here. If none, insert "\$0.00"*]; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated in to this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

See Exhibit B – Price List for itemized pricing quote

Note: Attach a sample Price List as **Exhibit B** at the bottom of this SOS. Remove this highlighted note prior to submission of this SOS to Customer.

7. Acceptance Milestones

Contractor has created the following testing and acceptance milestones to enable successful completion of the project to the satisfaction of both Contractor and Customer. These milestones are used to demonstrate the successful execution of the required services for Customer and this project.

During this project, Contractor may request that you initial and date each milestone to signify acceptance. If additional milestones other than listed below are required, Contractor and Customer reserves the right to document and incorporate a Change Order signed by both parties, to this SOS.

Project Milestones

Please refer to Exhibit A, Project Plan for project detail.

Notes:

The milestones table below is intended as a sample. Update as needed.

Append a sample project plan as **Exhibit A** to this SOS. Remove these notes prior to submission of SOS to Customer.

Milestone		Milestone Start	Milestone End I
Pha	ase One - (Implement DRMS for HR)		
1.	Initiation and planning complete	6/3/2019 -	6/14/2019
2.	Software configuration complete	6/17/2019 -	7/12/2019
3.	Workflow design complete	7/15/2019	7/23/2019
4.	System testing complete	7/24/2019	7/26/2019
5.	User acceptance testing (UAT) complete	7/29/2019	8/2/2019
6.	Training complete	8/5/2019	8/9/2019
7.	User Acceptance Signoff	8/12/2019	8/15/2019
Pro	ject Complete		8/15/2019

8. Completion Criteria

When the services detailed in this SOS and associated Project Plan have been completed and demonstrated, the project will be considered complete and Contractor will request Customer signoff of the attached **Exhibit C, Solutions Delivery and Acceptance** within 15 days of Project Plan completion.

9. Change Management

While this SOS is intended to provide, as much as possible, a clear understanding of the responsibilities of the parties concerning these Project Services, it is not intended to encompass every conceivable obligation and responsibility that may arise.

Circumstances encountered during the performance of these services that warrant additional time or expense could result in the inability to deliver the services detailed within this SOS. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, Software or Deliverables will be communicated in writing and agreed to by both Contractor and Customer via Contractor's Project Management personnel. A Change Order Authorization ("COA") form, signed by both parties, may be added to this agreement to amend and set forth the effective date, purpose, description and price, if applicable.

The work required to address these changes will be scoped and presented to Customer as a COA with any additional time, materials or cost. The following list provides a detailed process to follow if changes to the scope of this SOS are required.

- A COA will be the vehicle for communicating change and will be prepared by the Contractor lead Solutions Analyst assigned to this project. The COA must describe the change, the reason for the change, and the effect the change will have on the project.
- Both Project Managers will review the proposed change and approve in writing. The review will determine the effect the COA will have on price, schedule, and other terms and conditions of this SOS.
- A written COA must be signed by both parties to authorize the implementation of any changes. See the attached **Exhibit D, SOS Change Order Authorization**.

10. Support

Contractor will provide implementation support for this project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufactures specifications.

Upon completion of the project, Customer will have access to the implemented solution's support Engineers for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

Please Refer to **Exhibit E, Proposed Support Escalation Process** for support details Note: Append Support Escalation Process instructions as **Exhibit E.** Remove these notes prior to submission of SOS to Customer.

11. SOS - Assumptions

The following are the general assumptions on which this SOS and Professional Services Fee are based. If any of these assumptions either change or are incorrect a COA approved and signed by both parties, may be required, which may result in additional Professional Services fees.

- Building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Access to equipment and facilities will be unimpeded. If access delays occur, work may be considered out of scope and may be required to be done outside of business hours at rates provided in the State of Minnesota Contract. Normal hours are Monday through Friday 7 a.m. to 5 p.m. local time, excluding holidays.
- Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will require a COA and will be billed according to the rates provided in the State of Minnesota Contract.
- TBS is not responsible for any conflicts with existing hardware or software that is no longer supported by the manufacturer. Contractor will review Customer hardware and software during the draft stage of the SOS and identify any known conflicts and propose solutions and costs to correct conflicts.
- TBS is only responsible for integration tasks outlined in this proposed SOS. Any work outside of this SOS will be handled through a COA Process approved and signed by both parties, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
- TBS will have access to Customer facilities and technical resources for the completion of this project and may conduct a substantial portion of the project work offsite at its own facilities.
- Deliverables and related activities have been explicitly defined herein, and anything not specifically included, but desired to be completed is to be addressed through the change management process.
- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost and with a potential impact to delivery times).

12. Customer Responsibilities

The "Scope of Service – Details" is the Software specific activities that are defined as the responsibility of Customer. If any of these responsibilities either change or are incorrect a COA may be required, signed by both parties, which may result in additional Professional Services fees. Please review this section to make sure these responsibilities are correct.

- Network configuration information to assist in solution design
- Deploy Software with the assistance of Customer IT Personnel to Customer desktops (if required)
- Network connectivity between all solution components
- Identify a Project Sponsor with sign-off authority and ability to facilitate Customer stakeholder participation
- Provide the resources to complete Customer responsibilities defined in the Deliverables section of this SOS.
- Provide access to key personnel and information needed to complete the project.
- Provide access to technology resources with an understanding of the hardware and software environments contemplated in this project.

- Provide the appropriate physical and network access to onsite resources, including IT areas and all necessary fees, licenses, and release forms, related to photos, logos, and imagery that are to be provided to Contractor.
- Provide a workspace for Contractor staff to use onsite.
- Report on any Customer technical or resource issues that would delay, hinder or adversely affect the deployment of the solution or its performance in the Customer environment.
- Allow for the distribution of Software upgrades to Customer PC's as needed.
- Accept title and/or license upon delivery/installation for product and/or software purchased if applicable.
- Sign appropriate Contractor finance document for leased or financed transactions

13. Contractor Responsibilities

The following are the Software specific activities that are the responsibility of Contractor.

- Software license key
- Technical specifications
- Installation of the Software components
- Solution training
- Email and phone support for the duration of the SOS
- Technical Services included in the scope herein
- Configuration of the Software components
- Solution training
- Software updates and patches are included in the software subscription

14. ADDITIONAL TERMS

1. Payment terms are Net 30 days. All amounts more than 30 days past due shall be subject to a one percent (1%) monthly late fee or the highest amount allowed by law.

Exhibit A: Proposed Project Plan

Note: Below is a sample Project Plan. Replace this plan with actual project referenced in this SOS. Remove these notes prior to submission of SOS to Customer.

Task Name	Duration	Projected Start Date	Projected End Date
Customer Solution Implementation Project Plan	57d	06/03/19	08/20/19
Initiation and Planning	8d	06/03/19	06/12/19
Resource Allocation	4d	06/06/19	06/11/19
Milestone - Initiation and Planning Complete	1d	06/12/19	06/12/19
Execution	49d	06/13/19	08/20/19
Software Configuration	31d	06/13/19	07/25/19
Milestone - Workflow Design Complete	1d	07/22/19	07/22/19
Install Workstation Clients	4d	07/22/19	07/25/19
Install Solution client software	4d	07/22/19	07/25/19
Milestone - Software Configuration Complete	1d	07/26/19	07/26/19
System Testing	5d	07/26/19	08/01/19
Milestone - System Testing Complete	1d	07/17/19	07/17/19
Maintenance and Support		08/21/19	
Measures and Control		08/21/19	

Exhibit B: Pricing Schedule

Note: Insert actual pricing schedule referenced in this SOS. Remove these notes prior to submission of SOS to Customer.



Exhibit C: Solutions Delivery and Acceptance Form

Customer Name:				
Project Name/Descri	ption	P	roject Location	n Address
Name And Title Of Auth	thorized Person Ci	City, State, ZIP		
E-Mail Address		Р	hone	FAX
Service Agreement In	formation	-	<u> </u>	
Service Agreement	Гуре:	Statement o	of Services If ot	ther, specify:
Service Agreement	Date			
Deliverable / Milesto	ne / Project Informatio	n		
deliverable, milestone acceptance criteria ha Contractor is authoriz	By signing below, Custon and/or project referen ave been satisfied in all ed to invoice Customer h shall be due and paya	nced above has been of respects as of the dat for all unpaid or outs	completed, and te of this Form standing fees a	d all testing and Accordingly, Ind charges
Date	Authorized Customer Repres	entative Signature		Title

Solutions Delivery and Acceptance Form



Exhibit D: Change Order Authorization Form

Statement of Services

Change Order Authorization

PS Project Name:	[<mark>Insert Project Name</mark>]

MSSA Number (if Applicable): [Insert MSSA Number]

Change Order Number: [Insert Change Number]

This Statement of Services Change Order Authorization ("COA") is made and entered into by and between **Toshiba America Business Solutions, Inc. ("TOSHIBA"),** located at 25530 Commercentre Drive, Lake Forest, CA 92630, and [CUSTOMER], located at __________ ("CUSTOMER ADDRESS"), collectively "parties". This COA is hereby incorporated by reference into the Statement of Services ("SOS") between the Parties as of the Effective Date below. This COA shall continue in effect until the termination or expiration of the SOS, unless sooner terminated in accordance with the terms of the SOS or as indicated herein. Parties agree that this COA hereby amends and/or modifies the referenced SOS as follows:

Effective	Date:
LIICCUVC	Dute.

Purpose of Change:

Change Description (if attachments are necessary, please number sequentially as Appendices)

Pricing:

Facsimile and electronic signatures shall have the same effect as written signatures

The Parties have caused this COA to be executed and each individual whose signature appears below hereby warrants that they are duly authorized to execute this COA on behalf of the Party they represent:

, ,	, , ,
CONTRACTOR	CUSTOMER
Printed Name:	Printed Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Exhibit E: Support Escalation Process

Note: Add Support Escalation Process description in this section.

Below is a sample Support Escalation Process. Replace this process with the applicable escalation process. Remove these notes prior to submission of SOS to Customer.

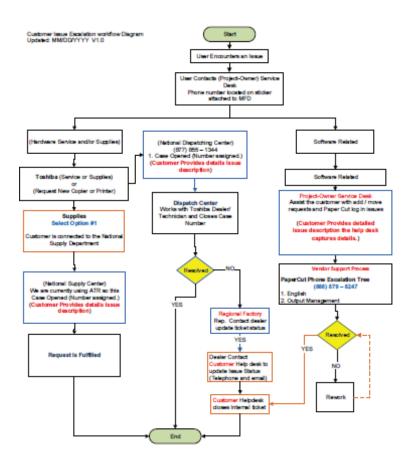


Exhibit F: Business Requirements Document

The Business Requirements Document ("BRD") outlines the details the business solution for a project including the documentation of Customer needs and expectations. The BRD is intended to highlight the project Scope, Requirements, Assumptions, Constraints, and Risks.

BRD WILL BE PROVIDED BY CONTRACTOR

Exhibit G: Functional Design Document

The Functional Design Document provides an overview of the business issue to be addressed, a mockup of the User Interface (UI) design, and a plain English synopsis of the logic anticipated. This document provides the customer with the opportunity to approve the high-level design before the effort is made to develop a detailed or technical design.

FDD WILL BE PROVIDED BY CONTRACTOR

Exhibit K: Toshiba Functional Design Document Template

Functional Design Document

Prepared for [Customer Name]

Project [Project Name]

Prepared by Eduardo

Contributors [Document contributors]

Revision and Signoff Sheet

Change Record

Editor	Revision Notes
	Initial draft for review/discussion

Directions for Using this Template

Read the template guidance portion of this document (blue Arial font within brackets) to understand the information that should be placed into each section of this template. Then delete the guidance text and replace the placeholder within the <<Begin Test Here>> with your response. There may be additional guidance in the appendices of some documents, which should also be deleted once it has been used.

This template uses the document property fields throughout for consistent one-stop update of these details. These properties should be updated during the initiation of document creation.

Template Guidance

Description: The Functional Design Document provides an overview of the business issue to be addressed, a mock-up of the User Interface (UI) design, and a plain English synopsis of the logic anticipated. This document provides the customer with the opportunity to approve the high-level design before the effort is made to develop a detailed or technical design. **Justification:** It's important that the solution design be documented and approved by the customer to avoid confusion and ensure that the customer's needs are being met by the proposed design.

Primary Roles: Application Consultant, Key Users

Optional Roles: Project Manager and Customer Project Manager

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	Subsection Heading 2	5

1 Design Planning Summary

[Description: The Design Planning Summary section provides an overview of this specific development project, a synopsis of the situation that led to the need, and a short description of the issues that the development project is going to solve, as well as a general description of the proposed solution and the rationale for the solution. Any attempts to resolve the issue through other means should also be noted and explained.]

Subsection Heading 2 Subsection text Paragraph Heading 7 Paragraph text

2 Business Overview

[Description: The Business Overview section should provide a detailed explanation of the business logic that lead to the need for a solution. This section should include the specific business need being addressed and the rationale for the business need. This information will help the development team to better address the issue and can avoid delays during development.]

Subsection Heading 2

Subsection text **Paragraph Heading 7** Paragraph text

3 Overview of Design Concepts

[Description: The Overview of Design Concepts section should provide the high-level design of the proposed solution. This design should include mock-up screen shots for the proposed user interface, and a plain English description of the programming logic proposed, as well as the anticipated process flow. The purpose of the solution design is to allow the customer to approve the concepts before committing resources to the technical design.]

Subsection Heading 2 Subsection text Paragraph Heading 7 Paragraph text

4 Solution Architecture

[Description: The Solution Architecture section should provide an overview of how the proposed design fits into the overall solution structure. This section should include any interactions or integrations with other solution processes or with other applications. This section should also include any solution configuration changes that will be required to develop and implement the proposed solution.]

Subsection Heading 2

Subsection text
Paragraph Heading 7
Demograph text

Paragraph text

Exhibit L: Sample Functional Design Document

Design Document

Toshiba - <customer name=""></customer>	Document Processing
Customer Name:	Process:

Server Version:

Q

Please see the tracked changes and comments added to this can you strip the machine serial number and use it to create machine serial number to you instead of the machine name. include error handling. Modified Workflow requirements to Added additional language to Workflow Processing steps to removal. Updated Submit to Module-1 script requirements document. Also when an Application-1 scan fails the client Separated Application-1 and Application-2 index structure When scripting the email for errors in Application-1 scans Documents Routed Out report description to BI section. remove routes out of Notify Scan User and add archive MFP+machine serial number. We will be passing the Application-1 Scans and Application-2 Scans. Added the from address. the from address would look like tables. Changed Mortgage Scans document type to would like the From address of the email to be to include new documents types. MFP"mfpserial number" Comments Initial draft 12/14/2016 - 12/16/2016**Revision Date** 12/21/2016 01/10/2017 Personnel Name Personnel Name Personnel Name Contractor Contractor **Revised Bv** Contractor m 2 -#

Revision History:

			Added User Rep LDAP details. Updated solution overview
			diagram with new F4 value and changed Output Agent to
			FCC. Updated Document Processing workflow diagram.
5	<contractor< td=""><td>2106/91/1</td><td>Added FCC workflow diagram. Removed all Output Agent</td></contractor<>	2106/91/1	Added FCC workflow diagram. Removed all Output Agent
4	Personnel Name>	/ TO2 /0T /T	references. Added FCC routing rule. Added FCC error alarm.
			Updated workflow descriptions. Added FCC section and
			export profile configuration. Updated queue properties
			document. Updated Module-1 iScript requirements.
Ц	<contractor< td=""><td>2100/81/1</td><td>Modified email body text in Submit to Module-1 iScript</td></contractor<>	2100/81/1	Modified email body text in Submit to Module-1 iScript
n	Personnel Name>	/ 102 /01 /1	requirements.
	Contractor		Changed Field 4 format to be <machine serial<="" td=""></machine>
9		1/24/2017	number>timestamp and modified Submit to Module-1
			iScript to reflect this change
7			

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General Information

How to Use This Document

information on process flows, best practices, and usability. The document consists of sections divided by <APPLICATION NAME> products: Platform, Capture, Content, Process, The Design Document is a key deliverable for <Project Type> projects. This document contains all design and delivery requirements for the project, as well as additional Search, and Interact. Additionally, the Design Document may contain requirements for scripts and eForms designed to suit the specific needs of this project.

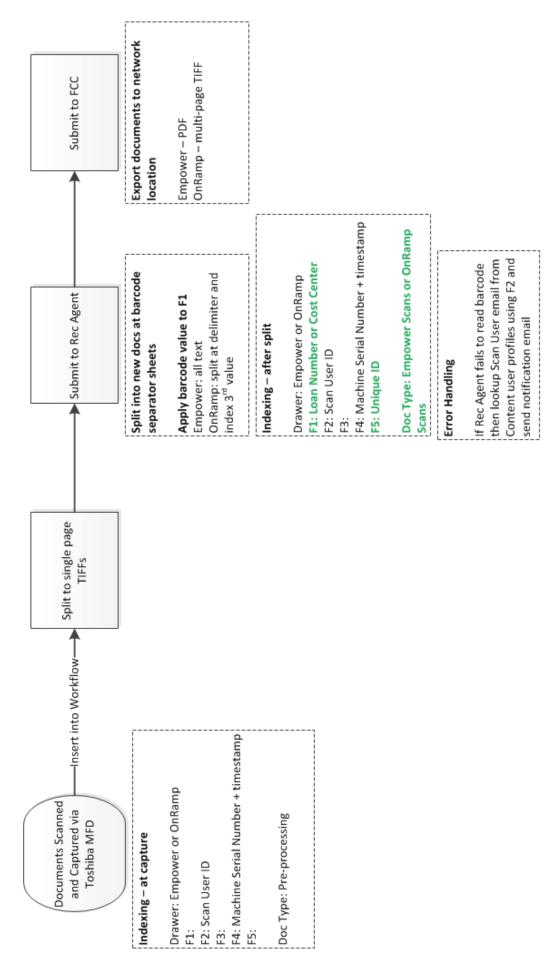
Project Points of Contact

Please refer to the Project Charter for the Points of Contact.

DESIGN REQUIREMENTS

Solution Overview

The document processing solution for <Customer Name> will utilize <APPLICATION NAME> Content to ingest batches of documents scanned via Toshiba MFDs, split batches into individual documents, index the individual documents with data read from barcode cover sheets, and export documents to a network location.



<APPLICATION NAME> Platform

The <APPLICATION NAME> Platform supports server-side functionality needed for solutions, including several server applications. Platform products in this solution include:

Product	Description
<application name=""> Server</application>	The multi-threaded, cross-platform <application name=""> Server is the heart of a scalable ECM solution for all <application name=""> deployments</application></application>
<application name=""></application>	The <application name=""> Client connects securely to Platform components, facilitating secure user access to all <application name=""> functions from</application></application>
Client	a single desktop or functions distributed across an enterprise.
iScript	Extend < APPLICATION NAME> environment via a JavaScript-based programmatic method to access data and perform customized functions within all
	major <application name=""> components.</application>
User Module 2	Agent that synchronizes user accounts and groups with the corporate LDAP based account management system.
Integration Server	Next-generation Web services framework that uses REST-based HTTP Web services for automating or integrating with the <application name=""></application>
	platform.

User Module 2

Content directly and will not require any permissions. Scan User's user profiles will be utilized to acquire email addresses for notifications in the event that no barcodes can be User Module 2 will be used to sync Scan Users in <Customer Name>'s active directory to <APPLICATION NAME> Content. Scan Users will not be using <APPLICATION NAME> read during Module 1 processing.

User Module 2 Settings	Value
LDAP Server FQDN:	atl-ad-dc.corp. <customer name="">.com</customer>
LDAP Server Port:	389
LDAP Login:	corp. <customer name="">.com\u4mfp0</customer>
LDAP Password:	Available on request
LDAP Use SSL:	No
Groups:	Scan Users
Group Member Attribute 1:	Email
Group Member Attribute 2:	First Name
Group Member Attribute 3:	Last Name

<a>APPLICATION NAME> Content

<APPLICATION NAME> Content products allow for management of all forms of content through their entire lifecycle. This may include versioning, document composition, workflow, or other process management functionality. In addition to the content functionality already included with the <APPLICATION NAME> Platform products, the specific components needed to achieve the full scope of the solution include:

Product	Description
Module 1	Module 1 is a dedicated server-side agent that will be used to read
	barcode coversheets for the purpose splitting batches into
	individual documents and acquiring index values.
File Conversion Component (FCC)	The File Conversion Component is a <application name=""> Connect</application>
	Runtime connector that makes available the powerful document
	rendering capabilities of the <application name=""> Search</application>
	Document Filters library for converting documents stored in
	<application name=""> Content. It allows you to convert from any of</application>
	several hundreds document formats (including MS Office, Email,
	HTML, Image formats and many others) to several different output
	file types including PDF and TIF. The converted document can be
	exported or re-added to content.
Business Insight	Business Insight is a reporting tool for <application name=""></application>
	Content that runs on the Cognos engine.

Document Indexing Structure

Departments

Departments are customized subsections of the <APPLICATION NAME> Content Management console that allow for greater security and specificity for a given department within an organization.

Department	Department Label
<customer name=""></customer>	<customer name=""></customer>

Drawers

Drawers provide the first hierarchical level of organization for <APPLICATION NAME> documents. Drawers separate documents into logical categories, in addition to providing a distinct level of organization. Drawers also provide security with the ability to assign or deny access to particular documents. Access to any drawer can be restricted at the user or group level by assigning the appropriate allow or deny Drawers privilege.

Identified Drawers for this solution:

Drawer Name	Description
Application-1	<drawer 1=""> documents will be stored here</drawer>
Application-2	Application-2 documents will be stored here

Document Keys

Every document in <APPLICATION NAME> requires at least one document key to identify uniqueness. Below are the index structures for the indicated document lists, drawers, or document types.

Index Structure at Capture

The following index structure represents the index values that will be provided by Toshiba MFDs at the time of capture and applied to Pre-processing document batches.

<Drawer 1>

Document Key	Label	Notes
Drawer:	Application-1	
Document Name:	n/a	
Field 1:		
Field 2:	Scan User ID	The scan user's network ID. Will be used to acquire email address for error notifications
Field 3:		
Field 4:	Machine Serial Number_timestamp	Ensures uniqueness of all Pre-processing documents
Field 5:		
Document Type:	Pre-processing	

Application-2

Document Key	Label	Notes
Drawer:	Application-2	
Document Name:	n/a	
Field 1:		
Field 2:	Scan User ID	The scan user's network ID. Will be used to acquire email address for error notifications
Field 3:		
Field 4:	Machine Serial Number_timestamp	Ensures uniqueness of all Pre-processing documents
Field 5:		
Document Type:	Pre-processing	

Index Structure after Module 1 Processing The following index structure represents the index values that will set on the individual documents when the Pre-processing batches are split.

<Drawer 1>

	Application-1	Carried over from the Pre-processing document
Document Name: n/a		
Field 1: Loan N	Loan Number	The value acquired from the barcode cover sheet.
Field 2: Scan U	Scan User ID	Carried over from the Pre-processing document
Field 3:		
Field 4: Machi	Machine Serial Number_timestamp	Carried over from the Pre-processing document
Field 5: Unique ID	e ID	Applied when Application-1 Scan documents are created
Document Type: Applic	Application-1 Scans	

Application-2

Document Key	Label	Notes
Drawer:	Application-2	Carried over from the Pre-processing document
Document Name:	n/a	
Field 1:	Cost Center	The value acquired from the barcode cover sheet.
Field 2:	Scan User ID	Carried over from the Pre-processing document
Field 3:		
Field 4:	Machine Serial Number_timestamp	Carried over from the Pre-processing document
Field 5:	Unique ID	Applied when Application-2 Scan documents are created
Document Type:	Application-2 Scans	

Document Types and Lists

Each document scanned into <APPLICATION NAME> will contain a Document Type value. This allows a user to search for specific documents by the type. Document Type Lists group together Document Types related to a specific business process or department. As a reminder, Document Types can only be 40 characters in length.

Document Type	Notes
Pre-processing	Document batches captured via Toshiba MFDs
Application-1 Scans	Individual documents split from Application-1 document batches
Application-2 Scans	Individual documents split from Application-2 document batches

File Conversion Component

The File Conversion Component is a <APPLICATION NAME> Connect Runtime connector that makes available the powerful document rendering capabilities of the <APPLICATION NAME> Search Document Filters library for converting documents stored in <APPLICATION NAME> Content. It allows you to convert from any of several hundreds document formats (including MS Office, Email, HTML, Image formats and many others) to several different output file types including PDF and TIF. The converted document can be exported or re-added to content. This solution will utilize FCC for exporting documents to a network location in the specified file type.

Export Profile 1: Application-1 Export

Parameter	Value
Unique Name	Application-1 Export
Split Results	Per Document
Export Filename Template	[FIELD1]_[DOCNAME].pdf
Export Directory	\\ga016f005\TeammateCapture\CaptureMonitor\Input
Output Format	PDF
DPI	300

Export Profile 2: Application-2 Export

Parameter	Value
Unique Name	Application-2 Export
Split Results	Per Document
Export Filename Template	[FIELD1]_[DOCNAME].tif
Export Directory	\\ga016f005\DC0_STORE_Prod\LandingZone\MFP\Central
Output Format	Multi-page tif
DPI	300
TIF Compression	Group 4
TIF Colorspace	B&W

Business Insight (BI)

Business Insight is a reporting tool for <APPLICATION NAME> Content that runs on the Cognos engine.

Default Report Library

The Report Library is a collection of ready-to-run reports used to view details about the configuration and use of your <APPLICATION NAME> Content environment. Follow the link below to see details and specifications about the Report Library.

Report Library

Toshiba/<Customer Name> can use the Documents Routed Out workflow report to validate/reconcile the documents that are exported vs. what is expected. For each selected workflow queue, you can view the properties of the documents that users routed out of the queue, the date they routed the documents, the user who routed the document, and the workflow queue they routed the document to.

<application NAME> Process

APPLICATION NAME> Process adds structure and agility to process improvement with analysis and design tools, readily adaptable execution capabilities, and superior workflow and case management in an integrated suite of products.

<application NAME> Workflow

<APPLICATION NAME> Workflow mimics the movement of documents in a paper world. It allows documents digitally move from one location to another within the framework of the workflow process. < APPLICATION NAME> Workflow also allows for automation of document processing by using actions within queues. The section below provides an overview of the finalized Workflow solution.

Workflow Overview - Document Processing

Capture

- Document batches are scanned via Toshiba MFDs. Barcode cover sheets will be placed in between individual documents to be used for separating and indexing in the downstream process. A different cover sheet is used depending on if the documents are for Application-1 or Application-2.
- processing documents and will submit to <APPLICATION NAME> Workflow, Split to Single Page TIFFs queue. Documents will be captured as multi-page TIFFs. *Toshiba is The Toshiba Connector will be used to capture documents into <APPLICATION NAME> Content via Integration Server with all of the initial index values for Preresponsible for all configuration of the Toshiba Connector.

Split to Single Page TIFFs

- An inbound iScript will split multi-page TIFFs into single page TIFFs for processing by Module 1.
- In the event of an error in processing, documents will be routed to an error queue for either Application-1 or Application-2 where an Admin user will investigate the issue and resolve. If the scan user needs to be notified the Admin will be responsible for contacting them.

Submit to Module-1

- An inbound iScript will submit documents to Module 1 for processing. Module 1 will split documents based on the presence of a barcode cover sheet as well as index the barcode text as Field 1 on the newly created documents. Pre-processing documents will be archived and the new documents are routed to Submit to FCC. •
- In the event of any other errors in processing, documents will be routed to an error queue for either Application-1 or Application-2 where an Admin user will investigate If no barcodes can be read, the Scan User will be notified via email to rescan and the document will be routed to the Notify Scan User queue to be archived after 7 days.
 - the issue and resolve. If the scan user needs to be notified the Admin will be responsible for contacting them. Submit to FCC
- A routing rule will route the documents to the applicable FCC Export queue.

Workflow Overview - FCC Export

Application-1/Application-2 Export Start

- Documents are routed to the applicable Export Start queue from the Submit to FCC queue. The Export Start queue initiates the FCC export process Application-1/Application-2 Pending
- System queues for processing the FCC export

Application-1/Application-2 Export Error

Documents are routed here if there is an error during FCC processing

Application-1/Application-2 Export Success

Document are routed here after they have been successfully exported

Workflow Diagram Legend

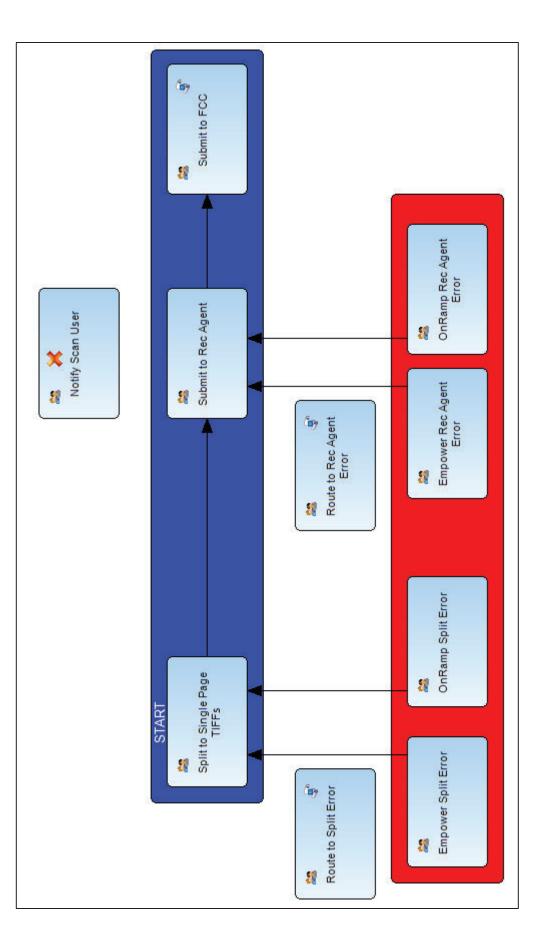
The following items explain the different icons in the diagram on the next page.

Þ	Inbound action on queue	u dnene	Ì	Auto-Sequential – do not prompt user (Thi no need to prompt user for proper route.)	Auto-Sequential – do not prompt user (This is used when there is only one option and no need to prompt user for proper route.)
47	Within-queue action	tion		Sequential – prompt us	Sequential – prompt user for next queue to which to route the document
4	Outbound action on queue	on queue		Parallel Route – route t.	Parallel Route – route the document to multiple queues at once
۲	Alarm/Notificatio	Alarm/Notification to queue members		Load Balance Route – d	Load Balance Route – distribute documents to destination queues
×	Remove items from workflow	om workflow			
₩ ⁰⁰	Super Queue	Super Queues are composed of subqueues and allow simplification of queue administration when multiple queues are at the same point in a workflow process.	ieues and allow when multiple kflow process.	💣 System Queue	A system queue is used by the <application name=""> workflow engine to perform automated tasks such as routing, scripting, or file importing.</application>

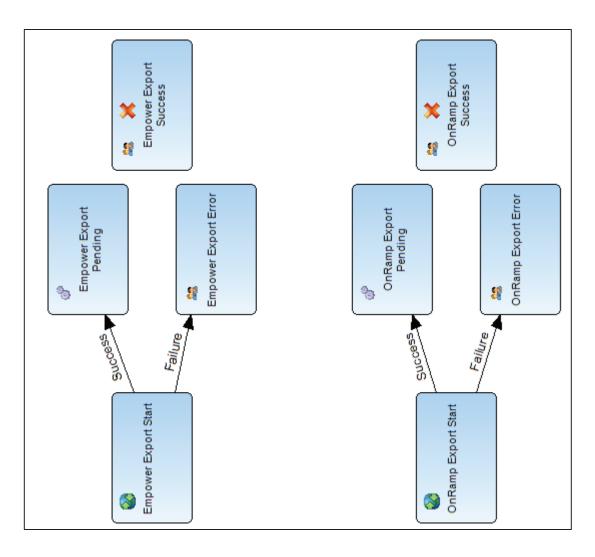
A system queue is used by the <application name=""> workflow engine to perform automated tasks such as routing, scripting, or file importing.</application>	An automated system queue is used by the <application NAME> workflow engine to perform common tasks such as submit to Content Server or perform Load Balancing to evenly distribute documents. These queues can vary in function.</application
System Queue	Ar N/v < Image Varies > su ev
Super Queues are composed of subqueues and allow simplification of queue administration when multiple queues are at the same point in a workflow process.	A work queue is a general processing queue where user interaction is typically required to keep the business process moving forward.
Super Queue	& Work Queue

The screenshot on the following page represents the designed <APPLICATION NAME> Workflow Process based on recommended best practices for this solution.

Workflow Diagram: Document Processing



Workflow Diagram: FCC Export



Workflow Queue Names and Routing

See embedded document for Workflow Queues, their purpose in workflow, users with access to the queue, and any additional information.



Queue_Properties.x Isx

Workflow Appearance

Queue Name	Screenshot							
Default Appearance	Time In Queue 🗵	Time In Queue ≠ Item Type Status Doc T	Doc Type	Drawer	Loan Number / Cost Center Scan User ID Pages Notes	Pages Notes	Created	

Workflow Routing Rules

Workflow Routing Rules can be used to automatically route documents based on whether or not certain conditions are met.

Routing Rule 1: Route to Split Error

Rule Type	Workflow Queue	Within	Within Queue Waiting Period	eriod	
Routing	Route to Split Error	0			
Statement Name(s)					
1 Statement 1					
Condition	Constrain By	Type	Field	Operator	Value/Message
	Content property	Normal	Drawer	Is equal to	Application-1
Action Type	Action Description				
Route To	Application-1 Split Error				
2 Statement 2					
Condition	Constrain By	Type	Field	Operator	Value/Message
	Content property	Normal	Drawer	Is equal to	Application-2
Action Type	Action Description				
Route to	Application-2 Split Error				

Routing Rule 2: Route to Module-1 Error

Ru	Rule Type	Workflow Queue	Within Queue	Queue Waiting Period	eriod	
Ro	Routing	Route to Module-1 Error	0			
Sta	Statement Name(s)					
1	Statement 1					
	Condition	Constrain By	Type	Field	Operator	Value/Message
		Content property	Normal	Drawer	Is equal to	Application-1
	Action Type	Action Description				
	Route To	Application-1 Module-1 Error	ror			
2	Statement 2					
	Condition	Constrain By	Type	Field	Operator	Value/Message
		Content property	Normal	Drawer	Is equal to	Application-2
	Action Type	Action Description				
	Route to	Application-2 Module-1 Error	ror			

Routing Rule 3: Submit to FCC

Rule Type	Workflow Queue	Within Queue	Queue Waiting Period	riod	
Routing	Submit to FCC	0			
Statement Name(s)					
1 Statement 1					
Condition	Constrain By	Type	Field	Operator	Value/Message
	Content property	Normal	Drawer	Is equal to	Application-1
Action Type	Action Description				
Route To	Application-1 Export Start				
2 Statement 2					
Condition	Constrain By	Type	Field	Operator	Value/Message
	Content property	Normal	Drawer	Is equal to	Application-2
Action Type	Action Description				
Route to	Application-2 Export Start				

Workflow Alarms

Workflow Alarms provide notifications to users and/or groups when certain conditions are met.

Alarm Rule 1: Split Error

Alarm Application-1 Split Error; Application-2 Split Error Application-1 Split Error; Application-2 Statement Name(s) Split Error Value(Nessage I Statement Name(s) Operator Value(Nessage I Statement Name(s) Operator Value(Nessage I Condition Constrain By Type I I Northlow item property Normal Queue item count Is greater than or equal to 1 Action Type - Select Action Description: Istat apply Action Description: I I I that apply Form: <application name="">Content@<customer name="">.com Is greater than or equal to 1 I Send Email Form: <application name="">Content Name>.com Note than or equal to 1 I Send Email Form: <application name="">Content Name>.com Send Error Queue Send Error Queue Send Error Queue I Send Email Form: <application name="">Content Alert: Document in Split Error Queue Send Error Name % queue that need your attention. Please check this queue for documents in the %Queue_Name % queue that need your attention. Please check this queue for documents in the vale Rotelore. Interval: 4 hours Interval: 4 hours</application></application></application></customer></application>	Rule Type	Workflow Queue				
	Alarm	Application-1 Split Error; Applic	ation-2			
elect		Split Error				
- Select	Statement Name(s)					
Select	1 Statement 1					
Select	Condition	Constrain By	Type	Field	Operator	Value/Message
Select		Workflow item property	Normal	Queue item count	Is greater than or equal to	1
	Action Type – Select	Action Description:				
	all that apply					
To: Email all users in the queue Subject: <application name=""> Content Alert: Document in Split Error Queue Body: There are %Total_Item_Count% documents in the %Queue_Name% queue that need your attention. Please check this queue fi to resolve. Interval: 4 hours</application>	Send Email	From: <application name="">Co</application>	ntent@ <customer nan<="" th=""><th>le>.com</th><th></th><th></th></customer>	le>.com		
Subject: <application name=""> Content Alert: Document in Split Error Queue Body: There are %Total_ltem_Count% documents in the %Queue_Name% queue that need your attention. Please check this queue for to resolve. Interval: 4 hours</application>		To: Email all users in the queue				
Body: There are %Total_Item_Count% documents in the %Queue_Name% queue that need your attention. Please check this queue for to resolve. Interval: 4 hours		Subject: <application name=""></application>	Content Alert: Docume	nt in Split Error Queue		
to resolve. Interval: 4 hours		Body: There are %Total_Item_C	ount% documents in th	e %Queue_Name% queue t	hat need your attention. Please che	eck this queue for documents
Interval: 4 hours		to resolve.				
		Interval: 4 hours				

Alarm Rule 2: Module-1 Error

Rule Type Workflow Queue Alarm Application-1 Module-1 Error; Application-2 Module-1 Error Alarm Application-2 Module-1 Error Finor; Application Application-2 Module-1 Error Finor; Statement Name(s) Application-2 Module-1 Error Finor; I Statement Name(s) Norkflow item property Normal Action Type - Select Action Description: Q Action Type - Select Action Description: Q Send Email To: Email all users in the queue Send Email To: Email all users in the queue Send Email To: Email all users in the queue Subject: <application name="">Content Alert: Document in MO Body: There are %Total Item Contrix documents in the %Ouel Body: There are %Total Item Contrix documents in the %Ouel</application>				
- Select				
Select				
Select	Type Field		Operator	Value/Message
Select		Queue item count	Is greater than or equal to	1
To: Email all users in the queue Subject: <application name=""> Content Alert: Docu Body: There are %Total Item Count% documents in</application>	Content@ <customer name="">.com</customer>			
Subject: <application name=""> Content Alert: Docu Body: There are %Total Item Count% documents in</application>	e			
Body: There are %Total Item Count% documents in	E> Content Alert: Document in Module-1 Error Queue	ile-1 Error Queue		
	Count% documents in the %Queue	_Name% queue th	Body: There are %Total_Item_Count% documents in the %Queue_Name% queue that need your attention. Please check this queue for documents	this queue for documents
to resolve.				
Interval: 4 hours				

Alarm Rule 3: FCC Error

Rule Type	Workflow Queue				
Alarm	Application-1 Export Error; Application-2 Export Error	plication-2			
Statement Name(s)					
1 Statement 1					
Condition	Constrain By	Type	Field	Operator	Value/Message
	Workflow item property	Normal	Queue item count	Is greater than or equal to	1
Action Type – Select	Action Description:				
all that apply					
Send Email	From: <application name="">Content@<customer name="">.com</customer></application>	ontent@ <customer na<="" td=""><td>me>.com</td><td></td><td></td></customer>	me>.com		
	To: Email all users in the queue				
	Subject: <application name=""> Content Alert: FCC Export Error Queue</application>	Content Alert: FCC Ex	oort Error Queue		
	Body: There are %Total_Item_(Count% documents in t	he %Queue_Name% queue t	Body: There are %Total_Item_Count% documents in the %Queue_Name% queue that need your attention. Please check this queue for documents	ck this queue for documents
	to resolve.				
	Interval: 4 hours				

Views

Views can be set up and created to retrieve Documents, Folders, or Tasks. The tables below identify the Views configuration:

Document Views

View #1

View Properties	ties						
Name			Description	Search	Users/Groups Privileges	vileges	
Application-1	1-		All documents in the Application-1 drawer	General Search Security Select default values for the search. Method: Quick Search • Field: Drawer • Operator: (s equal to •	Application-1 Adr View Only Acces	Application-1 Admin Access Access by L View Only Access Access by URL Filter	Application-1 Admin Access Access by URL Filter Manage View Only Access Access by URL Filter
View Conditions	ions						
Group	AND/OR	#	Constrain By	Type	Field	Operator	Value/Message
1	ı		Document Key	Normal	Drawer	ls equal to	Application-1
Document V	Document View Column Headers	leaders					
🔄 Drawer	Loar	Loan Number	Scan User ID	Field5 Doc Type Pages	Created	Workflow Queue	Queue File Type
Public Filter Conditions	Conditions						
Name		#	Constrain By	Type	Field	Operator	Value/Message
Scan User			Document Key	Prompted	Field 2	ls equal to	Enter a Scan User ID:
Loan Number	Ľ		Document Key	Prompted	Field 1	ls equal to	Enter a Loan Number:

View #2

View Properties	rties							
Name			Desc	Description	Search	Users/Groups Privileges	Privileges	
Application-2	-1		All c App	All documents in the Application-2 drawer	General Security Select default values for the search. Method: Quick Search Field: Drawer Operator: Secural to	Application-2 A Manage View Only Acc	Application-2 Admin Access Access by L Manage View Only Access Access by URL Filter	Application-2 Admin Access Access by URL Filter Manage View Only Access Access by URL Filter
View Conditions	tions							
Group	AND/OR	#		Constrain By	Type	Field	Operator	Value/Message
1	I		Docl	Document Key	Normal	Drawer	Is equal to	Application-2
Document View Column Headers	/iew Colum	n Headers	S					
Drawer	<u>L</u>	Loan Number		Scan User ID Field5	d5 Doc Type Pages	Created		Workflow Queue File Type
Public Filter Conditions	Conditions							
Name		#		Constrain By	Type	Field	Operator	Value/Message
Scan User			Docr	Document Key	Prompted	Field 2	ls equal to	Enter a Scan User ID:
Cost Center			Docl	Document Key	Prompted	Field 1	ls equal to	Enter a Cost Center:

Security

Users, Groups, and Permissions

User and groups define security within <APPLICATION NAME>. Permissions can reside at both levels, but best practice calls for role security at the group level.

The tables below identify the Groups determined during Solution Design:

Security Groups

Group Name	Group Description
Application-1 Admin	Admin permissions and all permissions on the Application-1 drawer
Application-2 Admin	Admin permissions and all permissions on the Application-2 drawer
View-Only	Search and View permissions on the Application-1 and Application-2 drawers
Scan Users	No permissions. Only used to obtain email address for notifications

Department Managers

Department Managers have full access to create and modify components under a respective department.

Department	Full Name	User ID	Email Address
<customer name=""></customer>	TBD	TBD	TBD

Permissions

The worksheet embedded below details security permissions associated with Users and Groups. These permissions will also be reviewed during the onsite implementation.



Group_Permissions. xlsx

BUILD REQUIREMENTS

Build Phase Documentation

As part of the <APPLICATION NAME> solution, custom development of certain items can be used to automate and enhance <APPLICATION NAME> functions to achieve specific objectives. The information below provides the specifications for the custom development components along with the associated test cases.

iScripts

Script 1: Split to Single Page TIFFs

This script will split multi-page TIFFs into single page TIFFs for processing by Module 1

Script Run Type	Run Frequency	Dry Run (Y/N)	Queue Name(s)	Destination Queue(s)	Exception Queue(s)
Workflow Inbound	n/a	z	Split to Single Page TIFFs	Submit to Module-1	Route to Split Error
1					
iscript_requirement					

Script 2: Submit to Module-1

s_Split_to_Single_Pa

A document will enter the queue that contains a batch of documents that need to be split based on the presence of a barcode cover sheet. In addition, the barcode text should be read, parsed, and assigned as a document key on the new document. If Module-1 fails to recognize any barcodes, a notification email will be sent to an email address retrieved from a user profile that matches the username in Field 2.

Script Run Type	Run Frequency	Dry Run (Y/N)	Queue Name(s)	Destination Queue(s)	Exception Queue(s)
Workflow Inbound	n/a	z	Submit to Module-1	Submit to FCC	Route to Module-1 Error
í					

iscript_requirement

s_Submit_to_Rec_Ag

Solution Sign-Off

Carefully review the completed Design Document and any supporting documentation attached to this document. Approval of this document indicates acceptance of the documented final design and is required before proceeding with further implementation of the solution.

Approval of the Design Document will be accepted in the following formats:

- Written acceptance via e-mail of the Design Document from the Customer Project Manager to the <Contractor Personnel Type> Project Manager and Design Consultant ÷
 - a. E-mail must contain attachment of accepted Design Document
- Dated copy of the Design Document uploaded to Project Insight for the <Contractor Personnel Type> Project Manager and Design Consultant 2.

If you would like to approve the solution design via an alternate method, please work with your Project Manager. Upon receipt of the sign-off, we will work with you to finalize the schedule for your onsite implementation.

Interested Parties	Name	Date of Signoff
Project Manager		
Customer		
Tech (IT) Owner		
Customer		
Business Process Owner		2-6-2017
Customer	Contraction of the second seco	

12. Governing Law.

The Contract shall be construed in accordance with and its performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC, except when to so deem such services as "goods" is unreasonable.

13. Jurisdiction and Venue.

This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. In the event of a dispute, the parties will try to resolve amicably, using good faith efforts, including but not limited to mediation and non-binding arbitration. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. Contractor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this Contract, or any breach thereof.

14. Conflict of Terms.

In the event of any conflict between the General Terms, Conditions and Instructions and any Special Terms and Conditions of the RFP/Event, the Special Terms and Conditions shall govern.

15. Force Majeure.

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

16. Default.

A state purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

17. Publicity.

Any publicity given to the program, publications or services provided resulting from a State Contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Office of State Procurement Acquisition Management Specialist and the Assistant Director.

The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.