

Region 4 Education Service Center

Contract # R241204

for

Digital Workspace Solutions

with

Toshiba America Business

Solutions

Effective: June 1, 2025

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name Toshiba America Business Solutions, Inc.

Address 25530 Commercentre Drive

City/State/Zip Lake Forest, CA 92630

Telephone No. 949-462-6000

Email Address gem@tabs.toshiba.com

Printed Name Larry White

Title President and CEO

Authorized signature 

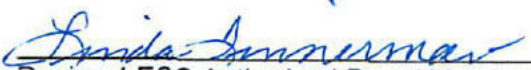
Accepted by Region 4 ESC:

Corrected

Initial

Contract No. R241204

Initial Contract Term 6/1/2025 to 5/31/2030


Region 4 ESC Authorized Board Member

2/25/2025
Date

Linda Tinnerman
Print Name


Region 4 ESC Authorized Board Member

2/25/2025
Date

Victor E. White
Print Name





DEVIATION FORM



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





Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:
(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1246885

Date Filed:
12/09/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc.
San Antonio, TX United States

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

Region 4 ESC

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

24-12
Digital Workspace Solutions

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

5 Check only if there is NO Interested Party.

☐

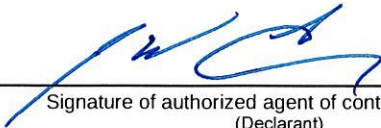
6 UNSWORN DECLARATION

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

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

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

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



Signature of authorized agent of contracting business entity
(Declarant)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Toshiba America Business Solutions, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

x

Signature of Contractor's Authorized Official

Larry White, President and CEO

Name and Title of Contractor's Authorized Official

December 6, 2024

Date

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

- a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
- b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- a. Include the name and address of the protestor.
- b. Identify the grantee, project number, and the number of the contract solicitation.
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation.

Offeror's Name: Toshiba America Business Solutions, Inc.

Address, City, State, and Zip Code:

25530 Commercentre Drive, Lake Forest, CA 92630

Phone Number: 949-462-6000

Fax Number: _____

Printed Name and Title of Authorized Representative:

Larry White, President and CEO

Email Address: c/o martin.quinn@tabs.toshiba.com (Martin Quinn, Director of Consortium Sales)

Signature of Authorized Representative: x

Date: December 6, 2024

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, Larry White residing in Lake Forest
(name of affiant) (name of municipality)
in the County of Orange and State of California of full age,
being duly sworn according to law on my oath depose and say that:

I am President and CEO of the firm of Toshiba America Business Solutions, Inc.
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled Digital Workspace Solutions, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Subscribed and sworn to

before me this day

_____, 2 _____

Signature

Larry White

(Type or print name of affiant under signature)

Notary public of See attached

My Commission expires Notaral Certificate

(Seal)

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on

this 6th day of December, 2024, by
Date Month Year

(1) Larry White

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature

Kristin J. Dragoman
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Region 4 - Non-Collusion Affidavit

Document Date: December 6, 2024 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Toshiba America Business Solutions, Inc.

Street: 25530 Commercentre Drive

City, State, Zip Code: Lake Forest, CA 92630

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

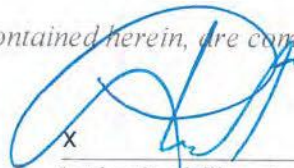
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

December 6, 2024

Date



Authorized Signature and Title

Larry White, President and CEO

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Toshiba America Business Solutions, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 25530 Commercentre Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Lake Forest, CA 92630	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
3	3	-	0	8	6	5	3	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Sam Huang</i>	Date ► <i>1/2/2024</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.