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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, N.H. 03305
603-271-2791

ROBERT L. QUINN
COMMISSIONER OF SAFETY

January 3, 2020

His Excellency, Governor Christopher Sununu
and the Honorable Council
State House
Concord, NH 03301

Requested Action

Authorize the Department of Safety (DOS), Division of Homeland Security and Emergency Management (HSEM) to enter into a contract with Toshiba Business Solutions (VC # 280905-P001), 3 Executive Park Drive, Bedford, NH in the amount of \$21,500.00 for a color multifunction device per specifications of Bid #Graphics 2019-01. Effective upon Governor and Council approval through February 1, 2025. Funding Source: 57.92% Federal Funds/24.75% Private and Local Funds/17.33% General Funds.

Funds are available in the SFY 2020/2021 operating budget and contingent upon availability and continued appropriations in SFY 2022 through SFY2025 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>Totals</u>
02-23-23-236010-12320000 Dept. of Safety – HSEM – Declared Disasters PA							
030-500301 Office Equip–Furnish (New)	\$8,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,160.00
02-23-23-236010-27400000 Dept. of Safety – HSEM – Emergency Mgmt. Admin							
020-500218 Current Exp – Duplic Supplies	\$494.40	\$764.60	\$764.60	\$764.60	\$764.60	\$247.20	\$3,800.00
024-500225 Machine – Equipment	<u>\$1,272.00</u>	<u>\$1,908.00</u>	<u>\$1,908.00</u>	<u>\$1,908.00</u>	<u>\$1,908.00</u>	<u>\$636.00</u>	<u>\$9,540.00</u>
	\$9,926.40	\$2,672.60	\$2,672.60	\$2,672.60	\$2,672.60	\$883.20	\$21,500.00

Explanation

This contract will provide a brand new color multifunction device in full compliance with all device specifications of Bid #Graphics 2019-01. The contract also includes full service maintenance and operating supplies for the full contract period of sixty months. This device will allow HSEM to cost effectively and efficiently manage day-to-day operations including printing, scanning, and copying documents required to administer the Division’s numerous grant programs. These grant programs currently include six presidentially declared Public Assistance Disasters that require large volumes of documentation to meet both Federal and State rules and regulations.

Contract bid #Graphics 2019-01 was posted to the State website for a period of 14 days and 41 vendors were notified of the posting. Six bids were received with the contract being awarded to Toshiba Business Solutions as the lowest cost vendor overall, based on their total bid offer of purchase price plus 60 months of full service and supplies for a specified usage volume.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

January 3, 2020

Robert L. Quinn
Commissioner of Safety
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract with Toshiba Business Solutions, of Bedford, NH as described below and referenced as DoIT No. 2020-058.

The purpose of this request is to enter into a contract with Toshiba Business Solutions, to provide the Department of Safety (DOS), with a brand new color multifunction device in full compliance with all device specifications of Bid #Graphics 2019-01. The contract includes full service maintenance and operating supplies for the full contract period.

The amount of the contract is not to exceed \$21,500 and shall become effective upon Governor and Executive Council approval through December 31, 2024.

A copy of this letter should accompany the Department of Safety's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf/ck
DoIT #2020-058

cc: Ronald Reed, IT Manager, DoIT

Bid Graphics 2019-01
 Color MFP Purchase with Service
 For NHDOS HSEM

Bid Tabulation Based on Straight Purchase

Bidder	PURCHASE PRICE	Service Base Charge		B&W Clicks		Color Clicks		60 Month Total
		Monthly	60 Month Total	EA	X 18,000	EA	X 120,000	
Toshiba Business Solutions* Toshiba eStudio 5516ACT	\$8,160.00	\$159.00	\$9,540.00	\$0.006	\$108.00	\$0.03	\$3,600.00	\$21,408.00
Budget Document Technology Xerox C8055	\$5,998.00	\$181.75	\$10,905.00	\$0.0045	\$81.00	\$0.038	\$4,560.00	\$21,544.00
Ricoh USA, Inc. Ricoh MPC6004EX	\$6,000.00	\$200.85	\$12,051.00	\$0.0039	\$70.20	\$0.039	\$4,680.00	\$22,801.20
Conway Office Solutions Xerox C8055 Color MFP	\$7,435.00	\$233.25	\$13,995.00	\$0.0055	\$99.00	\$0.045	\$5,400.00	\$26,929.00
Konica Minolta Business Solutions KMBS Bizhub C558	\$8,315.00	\$257.50	\$15,450.00	\$0.005	\$90.00	\$0.05	\$6,000.00	\$29,855.00
Northern Business Machines, Inc. Sharp MX-6070V Color MFP	\$9,295.00	\$295.00	\$15,540.00	\$0.006	\$108.00	\$0.05	\$6,000.00	\$30,943.00

* Prospective awardee

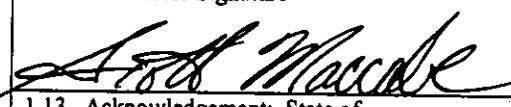
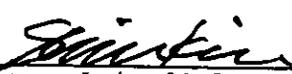
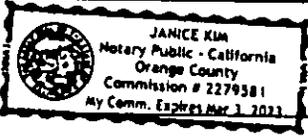
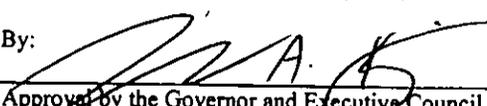
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Safety, Division of Homeland Security and Emergency Management		1.2 State Agency Address HSEM Incident Planning and Operations Center 110 Smokey Bear Blvd. Concord, NH 03301	
1.3 Contractor Name Toshiba Business Solutions		1.4 Contractor Address 3 Executive Park Dr. Bedford, NH 03110	
1.5 Contractor Phone Number (603) 644-7676	1.6 Account Number \$8,160.00: 12320000-500301 \$9,540.00: 27400000-500225 \$3,800.00: 27400000-500218	1.7 Completion Date 60 months after installation, projected February 1, 2025	1.8 Price Limitation \$21,500.00
1.9 Contracting Officer for State Agency Daniel Ostroth		1.10 State Agency Telephone Number (603) 271-2231	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Scott Maccabe, President and CEO	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Janice Kim, Notary Public			
1.14 State Agency Signature  Date: 12/13/19		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/20/19			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

CONTRACT FOR HSEM COLOR MULTIFUNCTION PRINTER PURCHASE WITH SERVICE

EXHIBIT A

SCOPE OF SERVICES

1.0 OVERVIEW

- 1.1 Toshiba Business Solutions hereby enters into a contract with the New Hampshire Dept. of Safety, Division of Homeland Security and Emergency Management. This document, "EXHIBIT A," sets forth the performance duties of Toshiba Business Solutions under the contract.
- 1.2 Toshiba Business Solutions (hereafter, "Contractor") shall sell to NH Division of Homeland Security and Emergency Management (hereafter, "HSEM") a Toshiba eStudio 5516ACT color multifunction printer and shall provide full service maintenance and supplies for the multifunction printer (hereafter "Device") for a five year (60 month) period as set forth below and in accordance with the requirements of Bid #Graphics 2019-01.

2.0 EQUIPMENT TO BE SUPPLIED

- 2.1 Contractor shall provide a color multifunction Device in full compliance with all device specifications of Bid #Graphics 2019-01, as follows.
- 2.2 Device shall be sheetfed and shall form images on paper by toner-based electrophotography.
- 2.3 Device shall be able to digitally scan, copy and print and will include all parts, boards and internal software necessary to do so.
- 2.4 Device shall be able to print and photocopy at a speed of 55 pages per minute or faster at 8-1/2" x 11" page size.
- 2.5 Device shall have a rated duty cycle of at least 100,000 pages per month.
- 2.6 Device shall offer print resolution of 1200 x 1200 dpi or higher.
- 2.7 Device shall be able to print without difficulty on recycled paper having 30% postconsumer waste content. NH State law requires the use of recycled paper whenever possible.
- 2.8 Device and all its subsystems and parts shall be brand new. No demos, refurbished, remanufactured or used equipment will be included.
- 2.9 Device shall be a stable product that has been user-proven in the United States' market for at least one year.
- 2.10 Device shall not be a discontinued model or a model no longer in production at the time of bid submission.
- 2.11 Device shall be Energy Star® or Rohs compliant and feature automatic power saving modes to conserve power when printer has not been active for a period of time.
- 2.12 Device shall have or be provided with sufficient dedicated surge protection to protect against substantial power surges.

3.0 TECHNOLOGY REQUIREMENTS

- 3.1 Device shall have a minimum of 4 GB of RAM memory.
- 3.2 Device shall have a hard disk drive with minimum 250 GB capacity.
- 3.3 Device shall require only one network connection in order to perform workgroup printing and scanning through the network environment.

Contractor Initials: 

Date: 12/10/19

- 3.4 Device shall accommodate Ethernet 1000-Base-T, 100-BaseTX, 10-Base-T and USB 2.0 connections.
- 3.5 Device shall offer operating system compliance to Windows 7, Windows 8.1, Windows 10, Windows Server 2008, Windows Server 2012 and any other future Windows operating systems as well as Macintosh OS X 10.6 and future Macintosh operating systems.
- 3.6 Device shall support the following page description languages: Adobe Postscript 3, PCL 6/5c:
- 3.7 Device shall support the following data formats: PDF, TIFF, JPEG, XPS, ASCII.
- 3.8 Device shall not convert to a proprietary PDF language but will conform to an open-architecture, true PDF standard.
- 3.9 Device shall comply with TCP/IP, IPX/SPX and SMTP network protocols.
- 3.10 Device printer drivers shall be upgradable and such upgrades will be routinely included as a normal part of Full Service Maintenance

4.0 SCANNER REQUIREMENTS

- 4.1 Device shall have an integral scanner that permits two-sided scanning in black & white, grayscale and color, both from a platen and through a duplexing automatic document feeder (DADF).
- 4.2 Device automatic document feeder shall be able to handle originals with standard sizes of 5-1/2" x 8-1/2", 8-1/2" x 11", 8-1/2" x 14" and 11" x 17".
- 4.3 Device shall offer a scan speed of 100 images or more per minute at 8-1/2" x 11" size.
- 4.4 Device shall offer a top-end scan resolution of not less than 600 x 600 dpi with other resolution settings also available.
- 4.5 Device shall be able to handle 1:2, 2:1 and 2:2 page imposition formats.
- 4.6 Device shall not count scans as chargeable impressions.

5.0 PHOTOCOPIER REQUIREMENTS

- 5.1 Device shall be able to make copies of hard copy originals.
- 5.2 Device shall be capable of automatic duplexing.
- 5.3 Platen shall be able to handle originals up to at least 11" x 17" size.
- 5.4 Device shall have Auto Paper Sensing to detect size of standard-sized originals and output on like-sized paper.
- 5.5 Device shall have mixed original detection capability.
- 5.6 Device shall be able to copy at a print resolution of 600 x 600 dpi or higher.
- 5.7 Device shall be able to reduce and enlarge over a range of 25% - 400% or better.

6.0 PRINTER REQUIREMENTS

- 6.1 Device shall allow on-demand printing from a networked PC desktop.
- 6.2 Device shall provide the option to print securely by holding a document in queue and outputting it only upon authentication of user at device-side. Queued jobs of one user shall not prevent other users from printing or scanning their work.
- 6.3 End-users printing to the Device from a desktop computer shall be able to:
 - Choose simplex or duplex (with duplex as default).
 - Choose paper size.
 - Choose paper tray.
 - Choose paper orientation.
 - Choose finishing options.
 - View print status.
 - Cancel print jobs before and during production.

Contractor Initials: 

Date: 12/10/19

7.0 ACCESS REQUIREMENTS

- 7.1 Device shall have a touch screen control panel interface.
- 7.2 Device shall have the ability to be shared among end users as a workgroup printer through a network environment.
- 7.3 Controls shall allow restriction of walkup access through user authentication by means of a username and a password of at least 10 characters, including upper case, lower case, numbers and special characters such as @, &, !, #.

8.0 PAPER FEED REQUIREMENTS

- 8.1 Device shall have at least 3 feed trays/drawers offering a total feeder capacity of at least 1,500 sheets of 20 lb. bond paper, not including the bypass tray.
- 8.2 Device shall be able to handle and automatically detect all standard paper sizes including 8.5" x 11", 8.5" x 14" and 11" x 17".
- 8.3 Device shall be able to handle paper weights ranging from 60 – 250 gsm through the feed drawers and up to 300 gsm through the bypass tray.
- 8.4 Device shall be able to feed, handle and deliver recycled paper having 30% postconsumer waste content.

9.0 FINISHING REQUIREMENTS

- 9.1 Device shall have an offset stacker with capacity to hold at least 1,000 sheets of 20 lb. bond.
- 9.2 Device shall have a stapler finisher that can staple a minimum of 50 sheets of 20 lb. bond paper.

10.0 DELIVERY

- 10.1 Contractor shall deliver, install and maintain the Device at:
Incident Planning and Operations Center
110 Smokey Bear Blvd, Room B120
Concord, NH 03301
- 10.2 Delivery shall be made within twenty (20) working days after receipt of order.
- 10.3 Device and any accessories shall be shipped or delivered to the installation site securely and properly packaged, skidded, tied, etc., according to responsible and accepted commercial practices without extra charge for same. Packages shall be clearly marked with purchase order number, delivery address and any other pertinent information.
- 10.4 All goods thus delivered shall be in brand new condition and if found to be otherwise, shall be promptly replaced by the Contractor.

11.0 INSTALLATION

- 11.1 Before installation is undertaken, Contractor shall notify NH Dept. of Information Technology (hereafter "DoIT") of the proposed installation and set a date and time for them to be present for Device activation and network integration. Contractor shall not proceed with system activation unless a DoIT staff person is present.
- 11.2 After delivery of the print engine and all related parts and accessories, Contractor will unpack all pieces, and assemble them into a fully operational Device.
- 11.3 When installed, the Device and all its subsystems and parts shall be brand new, unblemished and in perfect working condition. Any part or system not meeting this standard shall be replaced with all possible speed.

Contractor Initials: AM

Date: 12/10/19

12.0 TRAINING

- 12.1 Within three (3) working days after the Device has been established as fully operational, Contractor shall provide on-site training in the operation of the machine for HSEM staff.
- 12.2 Training session(s) shall be of sufficient number, duration, and content to impart proficiency of operation to HSEM staff, to their complete satisfaction. Training shall be expected to take no more than one full business day.
- 12.3 Upon completion of the trainings, HSEM shall accept the installation of the Device as being complete and will sign off on it. Date of sign-off shall be considered the date of commencement of the 60 month service contract period.
- 12.4 If needed, Contractor shall provide additional spot training upon request any time within the term of the contract at no additional charge.

13.0 VENDOR COOPERATION WITH NH DoIT STAFF

- 13.1 The Contractor shall work cooperatively with the State's designated Information Technology personnel and shall coordinate installation of the Device with them before the equipment is installed so that DoIT personnel can participate in MFP activation and network integration.
- 13.2 To schedule a date and time for installation and network integration, Contractor shall call DoIT at (603) 271-5735. When doing so, contractor will reference a work order ticket number that will be provided on the contracting purchase order.
- 13.3 Contractor shall consult with NH DoIT regarding the IT aspects of installation at least ten (10) working days prior to the intended date of Device activation.
- 13.4 Over the life of the contract, Contractor shall confer with DoIT personnel in advance regarding any contemplated technical repairs or maintenance to the Device that might affect network functions, security or any other technology infrastructure. Contractor will not undertake any such work without first receiving explicit DoIT approval.
- 13.5 Contractor shall provide DoIT with step-by-step training and documentation for the operation, configuration and all enabled functionality of the Device, and any attachments or accessories.
- 13.6 Contractor shall notify DoIT's authorized contact person(s) before the Device is to be removed from its location for any reason.
- 13.7 At the time of removal of the Device for any reason, the Contractor shall either: A) remove the hard drive from the machine and leave it with the NH Dept. of Safety's DoIT representative; or B) sanitize all data on the hard drive in accordance with NIST SP 800-88r1, using either the Purge or the Destroy method as specified in Section 5 of NIST SP 800-88r1, and subject to verification by a designated DoIT employee.
- 13.8 Contractor shall allow network connectivity through client lists and client with domain login; Contractor shall not allow client side software.
- 13.9 Contractor shall set the default condition of all USB ports on the device as disabled. USB function will only be enabled by the end-user when needed.
- 13.10 Contractor shall update the device firmware to the latest version and disable automatic firmware updates.
- 13.11 Contractor shall disable all unnecessary protocols not required to perform functions as needed, such as FTP, Telnet, and WiFi.
- 13.12 Contractor shall disable or change default SNMPv1 and SNMPv2 community strings.
- 13.13 Contractor shall disable all management protocols except HTTPS and SNMPv3.

Contractor Initials: 

Date: 12/10/19

- 13.14 Contractor shall remove all unnecessary applications from the device, particularly any that allow uploading of documents to Google, MS OneDrive and other similar systems.
- 13.15 Contractor shall enable audit logging.
- 13.16 Contractor shall enable DoIT personnel to change and set their own administrative passwords.
- 13.17 Contractor shall allow designated and authorized network administrators the ability to view all job queues for the Device across the network, to include all authenticated users.
- 13.18 If possible, Contractor shall set the Device to encrypt print files written to the Device hard drive and automatically clear those files from the disk after the files have been uploaded.
- 13.19 Contractor shall ensure that, upon reboot or power off/on, system does not go back to defaults.

14.0 FULL SERVICE MAINTENANCE & OPERATING SUPPLIES

- 14.1 Contractor shall provide qualified Full Service Maintenance and operating supplies for the Device, commencing on the signed-off date of installation acceptance and continuing for a period of 60 months thereafter.
- 14.2 Contractor shall have qualified technicians routinely available to provide onsite repair services and preventive maintenance services during the hours of 8:00 a.m. to 4:00 p.m. Eastern Time, five (5) days a week, Monday – Friday (hereafter referred to as "Regular Service Hours").
- 14.3 Upon receipt of a service request from HSEM during Regular Service Hours, the Contractor shall respond via telephone within two (2) hours to schedule a service visit. In the event that a service request is made by HSEM after 2:00 p.m. Eastern time on a Regular Service Hours day, the Contractor will respond to HSEM by no later than 8:30 a.m. Eastern time on the next day of Regular Service Hours, or else have a qualified technician on-site by 8:30 a.m.
- 14.4 Unless jointly agreed otherwise between HSEM and the Contractor, the Contractor shall have a qualified technician on-site to work on the Device within four (4) hours of the Contractor's response call. In the event that a service request is made after 2:00 p.m., the Contractor shall have a qualified technician on-site no later than 8:30 a.m. on the next day of Regular Service Hours following the request.
- 14.5 All labor and travel costs associated with providing full service maintenance shall be covered by the monthly base charge and click charges quoted in this bid and will not be billed as "extra".

15.0 PERFORMANCE

- 15.1 If the Device should suffer a malfunction where it is completely "down" and non-productive for three or more consecutive whole working days, then unless jointly agreed otherwise between HSEM and the Contractor, the Contractor shall immediately provide a "loaner" device of similar or better capability at no charge. Contractor shall have this replacement device on-site, installed under DoIT supervision as specified for the original device, and made fully operational as quickly as possible, not more than six (6) working days after the initial MFP failure. This loaner device shall remain in place and be utilized, maintained, repaired and supplied with consumables at no additional charge until such time as the original MFP has been restored to normal operating condition.
- 15.2 If the Device should suffer excessive malfunctions involving four or more instances within a three (3) month period where the Device is "down" for two or more

Contractor Initials: AM

Date: 12/10/19

consecutive whole working days each time, then the Contractor shall provide a

"loaner" as described above in section 15.1. The loaner shall remain in place and be freely used as needed without charge until such time as the Contractor has effectively cured the problem causing excessive malfunctions and demonstrated to HSEM's satisfaction that the loaner can be safely removed without risking more excessive losses of productivity.

- 15.3 Any loaner installation or removal as described above shall be communicated to DoIT prior to the installation or removal and shall be supervised by DoIT.

16.0 REPLACEMENT PARTS AND OPERATING SUPPLIES

- 16.1 All replacement or repair parts and their transport shall be included in the base rate and overage pricing set forth in Exhibit B and never charged as additional. There will be no charge for any part delivered, neither for the part itself nor for its shipping or delivery to HSEM's location. All supplies and parts shall be delivered or shipped to HSEM on an FOB Destination basis, prepaid by Contractor.
- 16.2 Under this service contract, the Contractor shall provide "operating supplies," to include toner, developer, fuser, photoreceptive drums or belts and any other consumables needed for the day-to-day operation of the MFP, **except for** paper and staples.
- 16.2.1 All replacement parts and consumable supplies provided shall be OEM brand.

17.0 INVOICING

- 17.1 Upon approval of the proposed contract by the NH Governor and Executive Council and issuance of a State of New Hampshire purchase order, the Contractor shall order the MFP and make preparations for its arrival and installation.
- 17.2 Upon HSEM acceptance of the Device installation, the Contractor may invoice NH Dept. of Safety, Division of Homeland Security and Emergency Management for the full quoted purchase price of the equipment.
- 17.3 Upon HSEM acceptance of the Device installation, the Contractor may commence monthly billing for the Full Service Maintenance and Supplies as set forth in Exhibit B.
- 17.4 Contractor invoicing for full service maintenance and supplies shall indicate the following:
- The monthly base rate;
 - The actual B&W and Color meter reads for the month;
 - The B&W and Color click volumes for the month;
 - The B&W and Color click charges accruing for the indicated volumes.
- 17.5 All invoices for service and supplies shall be processed through the manufacturer's local dealer who services the account. HSEM shall be able to resolve any problems through communications with the local dealer.

18.0 RECEIPT OF PAYMENTS

- 18.1 The Contractor shall be responsible for keeping its accounts receivable information up to date with the State by means of timely changes made to its Authorized Vendor Application at the State's online Vendor Resource Center.
- 18.2 The Contractor may offer a discount for payment within 15 days of receipt of invoice.
- 18.3 The Contractor shall notify HSEM of any billing payments not received within 60 days or more.

Contractor Initials: AM

Date: 12/10/19

CONTRACT FOR HSEM COLOR MULTIFUNCTION PRINTER PURCHASE WITH SERVICE

EXHIBIT B

PAYMENT TERMS

1.0 OVERVIEW

- 1.1 The New Hampshire Dept. of Safety, Division of Homeland Security and Emergency Management (hereafter, "HSEM") hereby enters into a contract with Toshiba Business Solutions (hereafter, "Contractor"). This document, "EXHIBIT B," sets forth the payment terms, performance duties and privileges of HSEM under the contract.
- 1.2 HSEM shall purchase from the Contractor a Toshiba eStudio 5516ACT color multifunction printer and shall additionally engage the Contractor to provide full service maintenance and supplies for that device for a 5 year (60 month) period, in accordance with the provisions of this contract document, with State of NH Bid #Graphics 2019-01 and Vendor's Bid Offer on same.

2.0 INSTALLATION

- 2.1 HSEM shall provide a suitable work space for the Device with properly wired electrical and network cable outlets prior to delivery.
- 2.2 The State shall provide a DoIT work ticket number and contact information with the purchase order for Contractor to use in coordinating installation of the Device with Department of Information Technology.

3.0 AMOUNTS TO BE PAID

- 3.1 For purchase of the multifunction printer (hereafter "Device") as specified in Exhibit A, HSEM shall pay the Contractor **\$8,160.00**.
- 3.2 To obtain full service maintenance and supplies for the Device as defined in Exhibit A, HSEM shall pay the Contractor as follows:
 - 3.2.1 HSEM shall pay the Contractor an unvarying monthly base charge of **\$159.00**. Totaled over 60 months, these payments will total **\$9,540.00**. The base charge shall include monthly allowances of **1,500 Black and White** impressions of any size and **5,000 Full Color** impressions of any size.
 - 3.2.2 Additionally, HSEM shall pay the Contractor on a per-impression basis according to type for every print that exceeds the monthly allowance. For black and white prints of any size, the rate shall be **\$0.006 per impression**. For color prints of any size, the rate of payment shall be **\$0.03 per impression**.
- 3.3 The above rates of payment shall be the complete and sole means of remuneration to the Contractor for the Device, its maintenance and repair and all supplies that the Contractor will provide under this contract, including parts, labor, shipping, mileage, travel time and consumables, except for paper and staples.
- 3.4 The grand total of purchase price, monthly base charges and over-allowance charges listed above shall not exceed the sum of \$21,500.00 approved by the NH Governor and Executive Council.

Contractor Initials: 

Date: 12/10/19

4.0 OTHER CHARGEABLE INCIDENTS

- 4.1 If HSEM should neglect to timely order replacement toner cartridges and consequently must place an overnight rush order, then it shall pay the Contractor for any excess shipping and handling cost over and above what the regular non-rush charges would have been.
- 4.2 If the Device should become physically damaged through the fault of the End User, then HSEM shall pay the cost of the repairs at the Contractor's regular hourly labor rate for repair service; and it shall also reimburse the Contractor at cost for any parts or supplies necessary for such repair, as well as shipping of same by common carrier, if applicable.
- 4.3 HSEM shall be financially responsible for the repair of any of the following types of damage as provided in section 4.2 above, except if such damages are demonstrated not to be their fault:
 - Broken doors that have been physically torn from the machine.
 - Large dents that cause the Device to fail in its capacity as specified.
 - Damages caused by moving the Device without Contractor participation.
 - Electrical damages (boards, wiring, chips, etc.) to the Device caused by failing to use the provided electrical surge protection.

5.0 OTHER PROVISIONS REGARDING PAYMENT

- 5.1 HSEM shall make payments to the Contractor's accounts receivable address listed in the State of New Hampshire's Integrated Financial System, which is derived from information provided by the Vendor on the Authorized Vendor Application.
- 5.2 HSEM shall make payments on Contractor's invoices within thirty (30) days following receipt of invoice.
- 5.3 Non-Appropriation of Funds
 - 5.3.1 Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds.
 - 5.3.2 In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account.

Contractor Initials: AM Date: 12/10/19

TOSHIBA

Toshiba America Business Solutions, Inc.
25530 Commercentre Drive
Lake Forest, CA 92630

December 11, 2019

VIA FEDERAL EXPRESS:

NH Bureau of Graphic Services
Attention: Dan Ostroth
12 Hills Ave.
Concord, NH 03301

Re: FORM NUMBER 0-37 –Toshiba America Business Solutions, Inc. Agreement

Dear Dan,

On behalf of Toshiba America Business Solutions, Inc. d.b.a. Toshiba Business Solutions enclosed please find the Agreement executed by Toshiba. Also enclosed are two official California Secretary of State Statements of Information for Toshiba, evidencing that Scott Maccabe is our President/CEO and as such authorized to sign the Agreement. One is the 2018 Statement listing the officers and directors. The other is the 2019 filing indicating that there are no changes to the officers and directors.

Please feel free to contact either Bob Feuerstein at (603) 263-9044 (bob.feuerstein@tbs.toshiba.com) or me at (949) 462-6086 (linda.raessner@tbs.toshiba.com) with any questions you may have.

Sincerely,



Linda Raessner
Program Compliance Manager
Toshiba America Business Solutions, Inc.

Enclosures (3)



**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FY82001

FILED

In the office of the Secretary of State
of the State of California

AUG-16 2018

This Space for Filing Use Only

1. CORPORATE NAME

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.

2. CALIFORNIA CORPORATE NUMBER

C2144805

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE
25530 COMMERCENTRE DR., LAKE FOREST, CA 92630

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE
SCOTT MACCABE 25530 COMMERCENTRE DR., LAKE FOREST, CA 92630

8. SECRETARY ADDRESS CITY STATE ZIP CODE
JASON WHITE 25530 COMMERCENTRE DR., LAKE FOREST, CA 92630

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE
MICHAEL TORCASO 25530 COMMERCENTRE DR., LAKE FOREST, CA 92630

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE
TAIZO NOZAWA 25530 COMMERCENTRE DR., LAKE FOREST, CA 92630

11. NAME ADDRESS CITY STATE ZIP CODE
YOSHIYUKI NAGATAKE 25530 COMMERCENTRE DR., LAKE FOREST, CA 92630

12. NAME ADDRESS CITY STATE ZIP CODE
NORIAKI HASHIMOTO 25530 COMMERCENTRE DR., LAKE FOREST, CA 92630

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
C T CORPORATION SYSTEM

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
WHOLESALE DISTRIBUTION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

08/16/2018 SCOTT MACCABE PRESIDENT
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

State of California
Secretary of State



S

FY82001

Attachment to
Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

This Space for Filing Use Only

A. CORPORATE NAME

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.

B. CALIFORNIA CORPORATE NUMBER C2144805

C. List of Additional Directors

NAME	ADDRESS	CITY	STATE	ZIP CODE
LARRY WHITE	25530 COMMERCENTRE DR.,	LAKE FOREST, CA	92630	
NAME	ADDRESS	CITY	STATE	ZIP CODE
SCOTT MACCABE	25530 COMMERCENTRE DR.,	LAKE FOREST, CA	92630	
NAME	ADDRESS	CITY	STATE	ZIP CODE
MASAHIRO YAMADA	25530 COMMERCENTRE DR.,	LAKE FOREST, CA	92630	
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
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NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE



**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G846654

FILED

In the office of the Secretary of State
of the State of California

AUG-06 2019

This Space for Filing Use Only

1. CORPORATE NAME

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.

2. CALIFORNIA CORPORATE NUMBER

C2144805

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

08/06/2019

SCOTT MACCABE

PRESIDEN

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. is a California Profit Corporation registered to transact business in New Hampshire on January 06, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 624282

Certificate Number: 0004398601



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of February A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (AC. No. Ext): (866) 283-7172 FAX (AC. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Toshiba America Business Solutions, Inc. Toshiba Business Solutions (USA), Inc. 25530 Commercentre Dr. Lake Forest CA 92630 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Mitsui Sumitomo Insurance Co of America		20362
	INSURER B: Sompo America Insurance Company		11126
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier:

COVERAGES CERTIFICATE NUMBER: 57007898884 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSURER	TYPE OF INSURANCE	ADDL INFO	SUBR WVD	POLICY NO	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GL2121604	04/01/2019	04/01/2020	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$1,000,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG:
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMB5306478	04/01/2019	04/01/2020	EACH OCCURRENCE: \$1,000,000 AGGREGATE: \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED* (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCN40975X0	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE-EA EMPLOYEE: \$1,000,000 E.L. DISEASE-POLICY LIMIT: \$1,000,000

Certificate No: 57007898884

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of New Hampshire and NH Department of Safety are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER CANCELLATION

State of New Hampshire NH Bureau of Graphic Services 12 Hills Ave Concord NH 03301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Toshiba America Business Solutions, Inc.	
POLICY NUMBER See Certificate Number: 570075065882			
CARRIER See Certificate Number: 570075065882	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insured Addendum

Policy Term: April 01, 2018 to April 01, 2019

Named Insured Includes:

Toshiba America Business Solutions, Inc.

Toshiba Business Solutions (USA), Inc. formally known as (listed below):

FKM Business Equipment, Inc. dba:
 Toshiba Business Solutions-California/Nevada

Copyco, Inc. dba:
 Toshiba Business Solutions-Florida/Georgia

Triple M Business Products, Inc. dba:
 Toshiba Business Solutions-Kentucky/Illinois/Indiana

Business Equipment Group, Inc. dba:
 Toshiba Business Solutions-AZ/CA/CO

Business Methods, Inc. dba:
 Toshiba Business Solutions-New York/Michigan

AV Solutions

Hawaii Business Equipment, Inc.

Hotz Business Solutions, Inc. dba:
 Toshiba Business Solutions-Missouri/Kansas

MBA of California, Inc. dba:
 Toshiba Business Solutions-California

Stringer Business Systems, Inc. dba:
 Toshiba Business Solutions-Minnesota

Connected Office Products, Inc.

Candle Business Systems, Inc. dba:
 Toshiba Business Solutions-New York/New Jersey

Office Communication Systems, Inc. dba:
 Toshiba Business Solutions-Texas

Offtech, Inc. dba:
 Toshiba Business Solutions-New England