

PROFESSIONAL SERVICES CONTRACT

Contract #000000000000000000058883

This Contract ("Contract"), entered into by and between Indiana Department of Administration (the "State") and TOSHIBA AMERICA BUSINESS SOLUTIONS INC dba Toshiba Business Solutions (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

The Indiana Department of Administration on behalf of All State Agencies is establishing a quantity purchase agreement (QPA) that shall cover a full range of office equipment products, associated product software, product accessories, and product supplies. The Contractor shall provide all services necessary to provide digital black-and-white and color copiers, MFDs (multifunctional devices, copier and printer based), related document equipment, and supplies and services to the State as set forth in RFP 20-019. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows according to Section 34 of this Contract (Order of Precedence):

- **Exhibit A – Market Basket Pricing**
- **Exhibit B – Contractor MSRP Price List**
- **Exhibit C – Service Level Agreements (SLAs)**
- **Exhibit D – Performance Metrics**

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Entities Eligible to Utilize Contract

1. State Agency

As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.

2. K-12Indiana

The Contractor shall extend the pricing and services under this Contract to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.

3. LibraryIndiana

The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.

4. Extension of Other Governmental Entities/OneIndiana

The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana ("Governmental Entities"). Other Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution. The Contractor shall work with the State to provide access and the means to make purchases through the OneIndiana purchasing portal which can be accessed at OneIndiana.net.

5. Unless otherwise specified within this Contract, the term "Ordering Agency" shall refer to entities/procurement initiatives 1- 4 as set forth in Section A, Entities Eligible to Utilize Contract. Ordering and/or usage instructions exclusive to State Agencies or Governmental Entities shall be identified within each article.

6. The Entities described in sections 2-4 will also have the means and ability to directly execute orders for purchase or lease with the Contractor utilizing the State of Indiana contract pricing support catalog.

B. Restricted Items

The Contractor shall not knowingly supply any items that are restricted and/or part of existing State QPAs or "state use" contracts unless authorized in writing by the State's Contract Manager. The Contractor shall not knowingly offer products or services such as, but not limited to, ink and toner for office printers not associated with this contract, building security

personnel services, shredders or shredding services, and document binders. This list is not exhaustive, and Contractor agrees to restrict any item from State purchase at the request of the State.

C. Service Factors

1. Service Time Response Guarantee

The Contractor is required to respond to service calls within a guaranteed time set forth in the contract. Availability of representatives to service all equipment is a requirement of this RFP. The Contractor must respond onsite within four (4) hours to all service calls placed by Purchasers. Operational business hours are defined as 8:00 a.m.-5 p.m. Eastern Time, Monday through Friday, except for State holidays.

2. Delivery, Installation, and Removal

The Contractor shall be expected to deliver, set up, and install machines within three (3) calendar weeks after receipt of a Purchase Order, unless the Contractor and Purchaser agree to a different schedule specified by Purchaser. Failure to provide deliveries in a timely manner may result in cancellation of the order, at the Purchaser's sole discretion. The Contractor is required to fully install all hardware and software for all networked digital machines at no additional cost. Machines must be installed within twenty-four (24) hours of delivery, unless otherwise agreed to by the Contractor and Purchaser. The Contractor is required to remove all leased machines no later than two (2) calendar weeks after the lease agreement is completed, or, by whatever schedule is agreed to between the Contractor and the Purchaser.

Emergency/rush delivery requiring special shipping and handling will be at Purchaser's expense (with prior written approval only). Rush delivery that occurs as a result of the Respondent's error will be free of charge. Rush delivery is defined as a situation that would require urgent intervention to prevent a worsening of the situation. The Contractor shall be expected to deliver, set up and install machines within 5 days after receipt of a Purchase Order ordered with Rush Delivery, subject to equipment availability.

3. Return of Product

Any equipment, accessories or supplies delivered in poor condition, items delivered in excess of the amount authorized by the requisition form, or items not included on the requisition form or purchase order may, at the discretion of the Purchasers, be returned to the Contractor's warehouse at the Contractor's expense within thirty (30) days. Credit for returned goods shall be made immediately after the Contractor receives returned goods.

All product delivered herein shall include and manufacturer's warranty and Toshiba's Total Quality Commitment (incorporated by reference through the RFP documents), which are the sole and exclusive remedies for warranty claims. If any purchased product is returned to the Contractor for failure to perform, the Contractor will, at the State's discretion, refund the cost for such product or replace the product, and the following shall apply:

- Within twenty (20) days of written notification by the Purchaser, the Contractor will make arrangements for the return of the product.
- The Contractor will bear all shipping and insurance costs.
- The Contractor will be liable for damages to the product, unless caused by fault or negligence of the Purchaser that occur during the return process.

4. Equipment Up-Time Guarantee

The quality of the Contractor's equipment in combination with the service and support network must be sufficient to maintain a reasonable uptime for equipment acquired through this contract. Subject to the duration of the Contractor's maintenance agreement on all equipment provided, whether leased or acquired by outright purchase with maintenance purchased following the warranty, each piece of equipment shall be sufficiently maintained by the Contractor to operate at a level equal to at least ninety-five (95%) percent of the number of operational business hours for the given month. Operational business hours are defined as 8:00 a.m.-5:00p.m. Eastern Time, Monday through Friday, except for State holidays.

5. Dedicated Website and eProcurement

The Contractor shall create and maintain a website unique to the State contract, containing product brochures, pricing exhibits, service level agreements, ordering instructions, and any other helpful information that the State and Contractor mutually agree to post. The State shall review and approve any materials, content, and any changes prior to posting information to the Contractor's dedicated site. The Contractor shall notify the State Contract Manager of any pricing errors within twenty-four (24) hours of identification, and shall fix the error within forty-eight (48) hours of notification of the error.

The State requires the ability to purchase Office Equipment on-line using punch-out catalogs through PeopleSoft. The OneIndiana, K12Indiana, and LibraryIndiana portals will be supported by the Contractor by means of online catalog support or punch-out. While the locals, K12 and library entities will be able to make on-line purchases, Respondents must also be able to receive orders via email, fax, and telephone. The Contractor must meet the following eProcurement guidelines to comply with punch-out catalog requirements:

1. Register as a valid bidder for the State.
2. Basic commitment and level of effort in supporting:
 - a. Attend supplier summit meeting to identify State catalog requirements
 - b. Develop catalog (Internal Catalogs)
 1. Include only items identified on QPA contract
 2. Include only established prices identified on QPA contract
 - c. Develop catalog (PunchOut) if the Respondent supports cXML standards
 - d. Support the specific data elements outlined by the State
 1. US Manufacturer
 2. Case Pack
 3. Action
 4. Effective Date (of the item)
 5. Supplier's Name
 6. Supplier's ID #
 7. Product Description (Short)
 8. Product Description (Long)
 9. Supplier Part #
 10. Supplier Part # Extension
 11. UOM
 12. List Unit Price
 13. Minimum Quantity
 14. Effective Date (of the price)
 15. Manufacturer Name
 16. Manufacturer Part #
 17. UNSPSC Segment Description
 18. UNSPSC Family Description
 19. UNSPSC Class Description
 20. UNSPSC Commodity Description
 21. UNSPSC Code
 22. ETA (Lead Time)
 23. Currency Code
 24. Expiration Date
 25. Image FileName or URL
 26. Type of Image
 - e. Provide catalog maintenance and transaction capabilities
3. Adhere to UNSPSC mapping requirements. UNSPSC information can be found at the following website. <http://www.un-spsc.org>
4. Adhere to UN or ANSI X.12 standard UOM's. UOM information can be found at the following website. <http://www.unece.org/cefact/index.htm>
5. The State requires offline ordering capabilities in the event of force majeure or an act of God. If the purchasing website or portal is taken offline due to a disaster beyond any party's control, the State should be able to mail or fax purchase orders. The remainder of the order process should remain in effect, where possible.
6. The State reserves the right to use a third party for the management of the contract catalog. Upon notice by the State, Contractor agrees to provide catalog data in the cXML format specified by third party hosting vendor to a SFTP site. Any price or product information changes shall require an updated file be submitted to the SFTP site for approval in advance to any anticipated changes and shall be subject to State review and approval.
6. Offline Ordering Capability

The State requires offline ordering capabilities in the event of force majeure or an act of God. If the purchasing website or portal is taken offline due to a disaster beyond any party's control, the State should be able to mail or fax purchase orders. The remainder of the order process should remain in effect, where possible.

D. Account Management

1. Account Management Team

The Contractor will assign a dedicated Account Management Team to the contract. The State reserves the right to request replacement of any members on the Account Management team at any point in the contract period.

The Contractor's dedicated Account Management Team shall include the following:

- Dedicated Account Manager - The Account Manager shall have the authority to negotiate the contract between the State and Contractor. In addition, the Account Manager shall assist with account implementation and maintenance throughout the life of the contract. Daily inquiries such as product deliveries, missing orders, receiving an incorrect item, billing errors, and most customer-specific issues can be handled at the Dedicated Account Manager level. The Dedicated Account Manager has access to information, including, but not limited to, order status, delivery information, backorder information, contracted pricing, standard offering item availability, and product information. The assigned Account Manager must have at least three (3) years of similar, relevant experience.
- Account Coordinator - The Account Coordinator shall coordinate all administrative requirements including monthly/quarterly reports. Account Coordinators shall also implement contract pricing and ensure contract compliance. The Account Manager can also act as the Account Coordinator, if needed.
- Sales Manager - The Sales Manager shall be responsible for assisting the account with sales and account maintenance.
- Customer Service Team - The Customer Service Team shall be responsible for fulfilling service requests and ensuring service level compliance.

This team shall remain in place throughout the full contract term.

2. Reporting

A. Quarterly Reports

The Contractor shall provide the following quarterly in Microsoft Excel file format. Separate reports must be compiled for equipment purchased/leased by (a) State agencies and (b) Other Governmental Bodies. Reports will be provided by the 20th day following the quarter end. Report fields and formats will be finalized with the State after contract award.

a. Leased and Purchase Equipment Activity/Service Reports. The Contractor shall provide quarterly report that contains detailed information for each machine that is leased or purchased. These reports must include all transactions that took place in the preceding quarter, including all newly-leased and purchased machines and maintenance on any existing machines. The reports will include, at a minimum, the following information:

1. Purchasing State Agency/Entity
2. Machine Location (Address)
3. Purchasing Contact Name
4. Purchasing Contact Phone Number
5. PO Number
6. Purchasing Business Unit (BU)
7. Contract Band
8. Manufacturer Name
9. Model
10. Manufacturer Serial Number
11. Configuration Serial Number
12. Service ID
13. Lease Term Length (Months)
14. Order Booking Date
15. Install Date
16. Lease Start Date
17. Lease End Date
18. Average Monthly Volume (AMV) Over Preceding Quarter
19. Monthly Lease Payment (leased equipment)
20. Total Purchase Price (purchased equipment)
21. Black and White Cost Per Copy Rate
22. Color Cost Per Copy Rate
23. Quarterly Equipment Uptime Percentage (as defined in Section C Service Factors)
24. Quarterly Average Response Time

25. Number of service response calls per quarter

The report will also calculate:

- Average machine uptime percentage over the entire fleet for the quarter
- Average days from order booking to equipment installation for each machine in the quarter for standard orders
- Average response time hours over the entire fleet for the quarter

b. Reports for other Governmental Bodies:

1. Purchasing State Agency/Entity
2. Machine Location (Address)
3. Manufacturer Name
4. Model
5. Manufacturer Serial Number
6. Configuration Serial Number
7. Equipment Price
8. Invoice Date
9. Purchase/Lease
10. Lease Term Length
11. Lease Start Date or Install Date
12. Monthly Lease Payment (leased equipment)
13. Total Purchase Price (purchased equipment)

3. Price Lists

The Contractor shall provide in electronic format on a quarterly basis, the latest MSRP list covering at a minimum all the equipment, accessories, and supplies in the contract.

4. Ad Hoc Reports

The Contractor shall provide requested ad hoc reports within five (5) business days of receiving the request, unless otherwise specified or mutually agreed upon. Ad hoc reports may include, but are not limited to:

- a. Individual problematic machines with service history containing information such as:
 1. Purchasing State Agency/Entity
 2. Date and time notified
 3. Date and time of arrival
 4. Manufacturer Serial Number or Service ID
 5. Type of Service – Maintenance or Warranty
 6. Description of malfunction reported
 7. Diagnosis of failure and/or work performed
 8. Date and time failure was corrected or preventative maintenance was completed
 9. Response time hours (date and time notified minus date and time of arrival)
 10. Machine downtime hours (date and time notified minus date and time failure was corrected)
 11. Charges to the Ordering Agency, if any
 12. Name of technician performing the service

b. Service Swap/Upgrade/Downgrade reports

These reports shall include, at a minimum, the following information: Purchasing State Agency/Entity, machine location, details of new machine, date of request, date of changes and reason for the change in machine.

c. Other report information that the State determines may be beneficial and provided the Contractor can reasonably obtain the information through electronic means.

5. Performance Review and Remedies

If the State deems that the Contractor has failed to meet contract performance standards, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP), or to invoke the Termination for Default clause. The State has the discretion to accept multiple CAPs over the life of the contract, if deemed appropriate. Please see Exhibit C Service Level Agreement for further details.

- **Service Response Time Metric.** The State will review the quarterly reports submitted by the Contractor. If the average service response time for calls over any quarter is longer than 4.0 business hours, then the State reserves the right to ask the Contractor for a Corrective Action Plan ("CAP") or request the Contractor to provide a credit

to the State of \$2,000 in the form of a check with the supporting data.

- **Equipment Uptime Guarantee Metric.** The State will review the quarterly reports submitted by the Contractor. If the average equipment uptime percentage is less than 95.0% for any Quarter, then the State reserves the right to ask the Contractor for a CAP or request the Contractor to provide a credit to the State of \$2,000 in the form of a check with the supporting data.
- **Order Fulfillment Metric.** The State will review the quarterly reports submitted by the Contractor. If the average order fulfillment (from order booking to delivery Completed) for non-rush orders is more than three (3) weeks, the State reserves the right to ask the Contractor for a CAP. If the delay in delivery is due to a request, in any part, by the Ordering Agency, than the Contractor shall not be subject to provide a service credit to the State.

E. Other Services

1. Equipment Relocation/Transfers

The Contractor agrees to provide all necessary support for any relocation, redeployment or transfer (within the same agency or transfer to another agency), within Contractor's regular capabilities, of any leased or purchased equipment acquired by an Ordering Agency pursuant to this Contract. Such support will include the physical relocation of said equipment and any software modifications which may be necessary. The State shall not be responsible for any installation/removal charges and there shall be no change to the lease or maintenance plans. Movement of equipment outside of the Contractor's regular capabilities shall require approval of the IDOA Contract Manager.

2. User Training

The Contractor will be responsible for training the Purchaser's staff in the operation of all equipment and software made available by the Contractor. An initial training session shall be conducted within three (3) business days of equipment installation or as agreed upon by the Contractor and the Purchaser. The Purchaser will strive to ensure that necessary individuals attend a single initial session, but may request more than one session. This training will occur at no additional charge to the Purchaser or the State.

Subsequent training should be scheduled on an "as needed" basis, including training for any new or updated software. A separate training session for the Purchaser's IT staff should also be conducted at the Purchaser's request. There shall not be any charge to the State for conducting these training sessions.

Literature: A copy of general specification sheets or literature for any product proposed will be included upon delivery of any and all products to the State. A quick reference user guide with operating instructions shall also be provided with each machine following delivery and installation.

Operating Manual: An operating manual will be furnished for each individual piece of equipment ordered by a Purchaser. Manuals may be provided on CD that the State has the right to copy and distribute for free; however, the Contractor is required to also furnish the manual as a hard copy if requested. The cost for all manuals must be included in the equipment costs. If the Contractor publishes an update to a manual, the updated manual shall be provided by the Contractor free of charge to the State in CD or hard copy, depending on the Purchaser's preference.

3. "Right-Sizing" Study Assistance

The Contractor shall be periodically required to help Purchasers analyze, and align copiers, MFDs, scanners, and faxes with user needs. With the support from the State, the Contractor understands that it may be necessary to visit and/or contact each agency and/or facility to determine the extent of equipment to be changed over to new leased Equipment and the State agrees to support the Contractor's efforts in that regard. The State will not be charged additional fees for the Contractor's assistance. In the past, the State has typically requested these "right-sizing" studies at lease expiration.

4. Managed Print Services Optimization

The State strives to monitor and optimize print services through initiatives known as Managed Print Services (MPS). The Contractor shall be expected to participate in the following, if requested:

- Participate as an industry resource,
 - Provide factual industry knowledge from industry sources, etc.
 - In addition to the right-sizing requirements in the RFP/contract, provide recommendations on layout, right-sizing, etc. if requested from the MPS State Project Team.
- Coordinate supplied machine relocations when needed.

5. Customer Reviews/Questionnaires/Customized Surveys

The Contractor will periodically (likely quarterly or semi-annually) gather a reasonable survey sampling of customer satisfaction and analyze results of customer reviews and questionnaires. The Contractor shall submit the results to the State Contract Manager at the Quarterly Business Review ("QBR") meetings through a Key Performance Indicator – Account Service Performance Scorecard. Please see Attachment B for additional details.

F. Equipment and Supplies

1. New Equipment, Supplies, and Services

Any new equipment, supplies and/or services accepted by the State may be added to this contract and/or substituted for discontinued models, items and services. Evidence of discontinuation must be provided from the manufacturer, acceptance of which shall be at the discretion of the State. New items shall meet or exceed all the specifications of the original award. Replacement items will only be accepted if provided at the same pricing as, or better pricing than, the replaced model. Requests must originate from the Contractor's designated contact and be presented on letterhead.

2. New Categories

As new products and capabilities develop, additions to the contract may be made in categories other than originally sought. Such additions will be considered for equipment introduced three (3) months or more after award. These additions must meet all contract requirements and will be considered if presented with a pricing structure equal to other equipment in place in the requested category, or similar to that originally bid and awarded elsewhere on the contract. Thirty days (30) prior notification to IDOA is required before adding or removing any equipment from the contract. If the Contractor offers a blanket discount in their Cost Proposal, the blanket discount shall serve as a minimum discount.

3. Machine Demonstrations

The State reserves the right to require that all offered machines are conveniently available for demonstration to Purchasers. The term "conveniently available" shall mean that the machines are located either in a showroom or another readily accessible location and demonstrations are able to be arranged during normal business hours.

4. Leased Machine Upgrades/Downgrades

The Contractor recognizes that Ordering Agency requirements and needs may continue to change from time to time during the term of this Contract. Upon request by the Ordering Agency, the Contractor agrees to work with the purchasing entity in order to identify an appropriate solution designed to address their strategic objectives. In the event that a User desires to upgrade, downgrade, relocate, right-size, or otherwise reconfigure any leased units of Equipment placed during the term or any renewal term of this Contract, the Contractor and the State will work together in good faith to evaluate and implement a mutually acceptable configuration for such purpose. No upgrade, downgrade, relocation, right-size or otherwise reconfiguration will occur until a new location or Ordering Agency has been identified to accept the currently installed equipment. Upon any redeployment to another Ordering Agency, the lease terms for the redeployed Equipment will remain in full force and effect and the new Ordering Agency shall be responsible for the obligations for such leased equipment until the end of the original term. In such an event, the State shall be responsible for any remaining balance on equipment that is upgraded, downgraded, right-sized or otherwise reconfigured. Upon the written request of the State or Ordering Agency, the Contractor agrees to redeploy any individual leased units of Equipment to another location in the event that (i) an Ordering Agency reasonably determines that it requires additional functionality or features, (ii) the number of copies made on the leased unit of Equipment exceeds the manufacturer's suggested maximum volume for the Equipment for a minimum of two consecutive months. In connection with such efforts, the Contractor and the State shall initially endeavor to relocate within other Agency locations, taking into consideration the capabilities of such component and the needs of each location. The State reserves the right to require machine upgrades/downgrades at any time, upon the State's request. Any and all reconfigurations permitted under this Section must be approved by the State and the Contractor in writing.

5. Product Availability

There will be no cancellation of products used, without an equal and acceptable replacement approved by the State during the term of the agreement. The Contractor will communicate the manufacturer's discontinuation of any products to the State in writing within five (5) business days of the Contractor's decision to discontinue the product. In such instances, the Contractor will work with the Contract Manager to identify and implement alternative options that will maintain or reduce costs associated with the replacements. The Contractor will be prepared to offer detailed quarterly reports if requested by the State, of suggested replacements. The Contractor will offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement part number, description, and final price.

6. Materials and Workmanship

The Contractor shall furnish all materials, equipment and/or services necessary to perform contractual requirements throughout the length of the contract. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended according to the product specifications. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

7. Startup Supplies

All copiers/MFDs are to come with installed operating supplies, which will include a full supply of toner, developer, fuser oil and dispersant, as well as a full load of staples or wire spool for machines that require a finisher or stapler sorter. All scanner and fax machines are to come installed with a full supply of operating supplies.

8. Warranty for Leased and Purchased Equipment

- a. The Contractor warrants that the equipment shall be in good operating condition and shall conform to the specifications for the entire period of the ninety (90) day warranty, commencing upon the first day after the acceptance date.
- b. During the warranty period, the Contractor shall adjust, repair, or replace all equipment that is defective or not performing in conformance with the specifications. All costs for such adjustments, repairs, or replacements, including all costs for replacing parts or units and their installation and any transportation and delivery fees, shall be at the Contractor's expense. Any defective equipment shall be repaired or replaced for Purchaser so that it conforms to the specifications.
- c. The Contractor agrees that all service provided hereunder shall be performed by manufacturer-trained, certified, and authorized technicians. The Contractor further agrees to act as the sole point of contact for service. The Contractor shall provide help desk services for reporting equipment issues and for troubleshooting problems during working hours. Working hours are defined as 8:00 a.m.-5 p.m. Eastern Time, Monday through Friday. The Contractor's help desk services shall be accessible via e-mail and via one or more toll-free telephone lines.
- d. The Contractor shall provide escalation procedures to ensure that the proper level of attention and resources are directed towards resolution of equipment and service problems in a timely manner.
- e. The Contractor will not be liable for any damages caused by the Purchaser's actions or failure of the Purchaser/Leaser to fulfill any of its responsibilities for site installation.
- f. In the event of conflict between contract terms and conditions and warranty submitted, to afford the State maximum benefits, the contract terms and conditions shall prevail.
- g. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT, OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- h. EXCEPT FOR LIABILITIES RESULTING FROM THE THIRD-PARTY INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 24, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Ongoing Maintenance and Supplies

The Contractor shall provide ongoing maintenance beyond the minimum 90-day warranty period for all leased and purchased Office Equipment. In addition to the start-up supply requirements in Section 1.F.7. and the minimum warranty requirements in Section 1.F.8., the Contractor shall provide, at a minimum, imprint supplies (toner/non-toner), replaceable parts subject to wear over time (drums, fusers, etc. as applicable), staples (if used by machine and stapling accessory installed, wire spools for finishers, and preventative maintenance service calls as recommended by the manufacturer.

The Contractor must deliver supplies within two (2) working days after they are requested, subject to availability. Also, a minimum of four (4) weeks-worth of supplies will be delivered at one time. Failure to promptly deliver supplies may be grounds for cancellation of the order. Agencies will take reasonable steps to safeguard supplies from loss or misapplication.

The Contractor shall include the cost of ongoing maintenance and supplies in the CPC cost for leased machines.

The Contractor must guarantee the availability of repair parts for leased Office Equipment for the duration of the lease term. For purchased Office Equipment, the Contractor must guarantee the availability of repair parts for a minimum of five (5) years subsequent to the acceptance of the purchased device. All branded device components, spare parts, and ancillary equipment purchased and supplied under any resulting contract must be Original Equipment Manufacturer (OEM) parts. Used parts will not be accepted within this RFP except as an emergency repair to maintain uptime.

The Contractor is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.

10. Unacceptable Performance

All purchased and leased equipment that develops a trend of requiring excessive calls shall be reported by the Ordering Agency to the Contractor and IDOA for review and resolution. Excessive calls are defined as three (3) or more service calls in any one calendar month during the lease term that are not for routine or preventative maintenance. The Contractor will provide service log reports upon request from IDOA and/or Ordering Agency. Such logs are to describe service and repairs for specific Ordering Agency's machine(s) and are to be provided within five (5) working days.

If the excessive service calls are the result of operator or Ordering Agency problems, their position must be documented and supplied to the State for review, evaluation, and correction if required. The Contractor shall provide additional training to Ordering Agencies as necessary to help alleviate problems encountered at no cost to the State.

In the case of leased equipment, the Ordering Agency and Contractor, with IDOA's assistance, will resolve the issue on unacceptable performance whenever possible. In cases where this is not possible, IDOA will be the determining party on issue resolution.

Replacement: In all cases of replacement, like-for-like equipment will be provided. "Like-for-like" replacement is a machine in normal working condition that offers the same features, functionality and speed at no extra cost to the Ordering Agency.

11. Loaner Machines

Upon the Ordering Agency or IDOA's request, if a machine is down for more than two (2) working days, the Contractor is required to furnish a "loaner" like-for-like replacement, until the Ordering Agency's machine is repaired. "Like-for-like" replacement is a machine in normal working condition that offers the same or similar features, functionality and speed at no extra cost to the Ordering Agency. The Ordering Agency must be able to complete required daily functions with loaner equipment. Ordering Agencies shall not be liable for any freight and/or pickup charges that the Contractor may incur. The Contractor must talk with the Ordering Agency to determine key business functions and provide a loaner machine that can, at minimum, meet those key needs.

12. Recycled Paper Compatibility

The State is currently required by executive order to solicit for and purchase, to the greatest extent possible, paper containing recycled content. All machines bid will produce consistent, high quality documents on paper containing virgin and/or recycled content, up to and including 100% Post-Consumer-Waste (PCW) paper. The Contractor may not fault the use of recycled paper for device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

13. Software Upgrades

All network-connected machines are required to come fully equipped with all software necessary to successfully perform all functions the machine was acquired to perform. All future software upgrades for Contractor provided equipment (leased or owned) for fixes and enhancements that are free from the manufacturer must be furnished to the State and installed by the Contractor's qualified technicians free of charge. Further, all future software upgrades must be furnished and installed free of charge on any copier or MFD that is acquired as a standalone copier and then connected to the network at a later date. Any upgrades that increase the functionality of a machine may be outside the scope of the lease agreement; however, the State reserves the right to decline the upgrade if the functionality is not required.

14. Electrical Connections, Surge Protectors and Telephone Lines

All purchased and leased machines should come equipped with an external surge protector to protect their telephone, network, and electronic components, in addition to any internal surge protector. Surge protectors must come with a minimum five (5) year manufacturer's warranty stating the surge protector will be replaced free of charge if it fails and

the manufacturer will repair or replace any machine damaged by power surges when properly connected to the surge protector.

All awards must include external surge suppression/power filter equipment at no additional charge and must meet the following minimum specifications.

- Fax/Modem Protection –
 - In/Out RJ11 modular jacks.
 - FCC registration numbers must be marked on each unit.
 - Must contain automatic resettable fuse in protection circuit.
 - Must incorporate a wideband filter to block DSL signal interference.
- Network Protection –
 - In/Out RJ45 modular jacks.
 - ETL Verified to TIA/EIA-568-B.2 Cat5e standard.
- Frequency Attenuation -
 - Normal mode: 30 dB min, 45 kHz - 23 MHz.
 - Common mode: 30 dB min, 20 kHz - 30 MHz.
- Remnant voltage, IEEE C62.41 Cat. B Impulse, neutral-ground: 50 Volt peak max.
- UL Suppressed Voltage Rating of 330 volts on all 3 modes.
- Unit must operate in continuous mode – no over voltage shut off disconnect.
- Polarity Correction – Unit must correct polarity on reverse wired outlets.
- Unit must not provide power if wall outlet is not properly grounded or missing ground.
- Minimum of 3 AC receptacles, including 1 flexible (“pigtail”) outlet.
- UL Listed and marked on each product.

G. Security

The parties acknowledge and agree that the Contractor shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any equipment owned by the State, leased by the State or equipment serviced by the Contractor, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”). Such decisions are solely the responsibility of the State. The State may engage the Contractor to perform Data Management Services at then-prevailing rates. Notwithstanding the foregoing, the Contractor shall perform the Data Management Services specified in this Agreement, a Service Order or a Statement of Work, provided that State provides the Contractor with a signed work order, authorizing the Contractor to perform such services on Ordering Agency’s equipment. The Ordering Agency acknowledges that the Ordering Agency is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that the Contractor does not provide legal advice or represent that the Products and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of the Ordering Agency.

Access to the device’s administrative functions must be password protected as per each Purchaser’s password requirements and must be changed from default at the time of install.

The State requires that all purchased and leased equipment come equipped with some device/software or process that can overwrite all State data from the device (hard drives, RAM, etc.) at the time of upgrade, at the end of the lease agreement, and after each use according to Department of Defense (DoD) 5220.22-M data sanitation standards. At an additional cost to the State, the Ordering Agency shall have the option to request the hard drive be surrendered to the State for destruction.

Devices that store memory on random-access memory cards instead of an optical or solid-state hard-drive must erase data, at minimum, once the device is powered down.

H. Implementation

1. Start-Up

The Contractor shall meet with the State before within the first week of the contract term to review and finalize the implementation timeline as well as reporting templates and other contract management activities. The Contractor shall customize the program to fit the State’s needs and desires for a successful program by meeting weekly during the implementation process, or as agreed upon by both parties to best serve the contract.

2. Implementation Training

At no additional cost to the State, the Contractor shall work with the State to provide users an opportunity to learn about the program. The Contractor may host other implementation and trade shows around the State as well as

additional vendor seminars and training at the direction of the State. As part of the Contractor's duty to provide training at the direction of the State, Contractor may be required to host training sessions via the internet. The Contractor shall use reasonable best efforts to provide training as necessary to facilitate the goals of this Contract.

3. Post-Implementation Training

The Contractor shall continue to provide user training as needed after implementation pursuant to Section I.D. of this Contract.

I. Miscellaneous Commitments

1. Purchasing Card

The Contractor shall accept the State's Purchasing Card as an optional form of payment. The Contractor will accept any credit card-user handling fees associated with the acceptance of the State's Purchasing Card.

2. Subcontracting

The Contractor shall be the Prime Contractor and shall be responsible for all work performed on this Contract.

2. Consideration. Purchases under this Contract will be made at the discretion of the eligible purchasing entities. Contractor will be paid at the rates established in **Exhibit A and Exhibit B**, attached hereto and incorporated herein, for providing the office equipment and performing the associated services to eligible purchasing entities, as ordered, under this QPA. The Contractor agrees that all prices are inclusive of any fees (including, but not limited to, shipping, handling, and/or labor fees required to provide delivery of commodities or completion of services to all State locations), unless specifically approved in writing by the State. Contractor understands and agrees that this Contract does not guarantee the Contractor a minimum quantity of orders or remuneration amount. Payment shall be made to the Contractor by the Ordering/Using entity in accordance with *Section 37 - Payments* and all other applicable provisions of this Contract.

This Contract's total remuneration amount is based on the number and quantity of purchases made by eligible purchasing entities. Therefore, this Contract does not identify a total remuneration amount.

All billing rates for leased equipment will consist of two separate rates. There will be a flat monthly rate per piece of equipment which shall be identified herein as the "Equipment Rate" and there will be a "Maintenance and Supplies Rate" which will be billed for each piece of leased equipment on a Cost-per-Copy basis. These two rates will be combined to formulate the monthly billing rate for each piece of equipment. Each monthly invoice will itemize the portion of Equipment Rate and Maintenance and Supplies Rate for each piece of equipment.

Notwithstanding the foregoing, the State shall be obligated to pay the Contractor in full for any goods or services ordered by the State and delivered or supplied by Contractor in accordance with this QPA, except as set forth in any other provision of this Contract.

A. Equipment Rate

All equipment leased pursuant to this Contract with State Agencies as described in Section 1 will be leased for a 48-month period to be billed monthly. Exceptions to the lease period require the approval of the IDOA contract manager.

The monthly rates for leased equipment are outlined in Exhibit A. Under certain circumstances leased equipment will be available for purchase by the State with the mutual consent of the parties. Equipment provided under this agreement shall not be delivered unless a Data Overwrite Security Systems (DOSS) kit is installed if applicable to the model leased or purchased. The Purchaser shall receive documentation upon delivery stating that the DOSS kit was installed.

Other Governmental Entities, as described in Section 1 will have the ability to execute individual purchase or lease (FMV or Municipal) agreements for any term that fits their purchasing requirements.

Renewal of Leases and Lease Termination: After the minimum term of any Equipment Lease or Purchase Order, such Equipment Lease or Purchase Order will continue on a month-to-month basis at the current monthly rental rate, until a new leased machine is placed at this location and the Ordering Agency enters into a new lease or has provided 30 days prior written notice indicating a lease end date without replacement. (lease termination).

B. Maintenance and Supplies Rate

Supplies and maintenance pricing shall be billed at a Cost per Copy rate for Multi-functional Devices and/or stand-alone copiers as outlined in Exhibit A. NO monthly minimum volumes are required. On-site maintenance for purchased faxes will be billed at an annual rate.

C. Financial Warranty

The Contractor shall not use the State of Indiana's Market Basket pricing, as listed in **Exhibit A**, to negotiate lower prices on existing or new contracts ("Competing Contracts") with entities that are Ordering Agencies, as defined in Section 1 of this Contract. If the Contractor executes Competing Contracts that include any Market Basket item contracted hereunder to an Ordering Agency, and the Market Basket item is provided at a price lower than that which is charged under this Contract, the lower price per item shall be effective from the date the Competing Contract was executed.

In addition to the State's new Contract price per Market Basket item, which resulted from the Competing Contract's lower price per Market Basket item, the Ordering Agency shall also be entitled to a credit for the difference between the amounts paid per Market Basket item, as listed in **Exhibit A**, and the Competing Contract's lower price per Market Basket item. The credit will be calculated based on the historical volume ordered by each Ordering Agency from the date the Competing Contract was executed to the date the vendor updates the Market Basket item prices in the eProcurement Punch-Out.

It shall not be a violation of this section for the Contractor to respond to a bid, request for proposal, request for quotation, or similar public solicitation process ("Bid") from any Ordering Agency **and** to offer different prices for products not offered in this Contract's Market Basket, as listed in **Exhibit A**. Further, it shall not be a violation of this section for the Contractor to negotiate a local Market Basket ("Local Market Basket"), for any Ordering Agency, with the exclusion of State Agencies, to offer different prices for products not offered in the State Market Basket, as listed in **Exhibit A**. A Local Market Basket consists of State Market Basket items, priced as listed in **Exhibit A**, plus items from the Contractor's MSRP Price List. Items from the Contractor's MSRP Price List included in the Local Market Basket shall not impact, alter or change the State's percent off list price, as referenced in **Exhibit B** of this Contract. It shall not be a violation to offer a Market Basket item(s) to an Ordering Agency at a lower price if a onetime bulk purchase is made. However, for a one-time bulk purchase to be made, prior written approval from IDOA Vendor Contract Manager.

3. Term. This Contract shall commence on the date of final State approval. It shall be effective for a period of two (2) years. There may be three (3) one-year renewals for a total of five (5) years at the mutual agreement of both parties.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. Except for assignments to third party finance partners (as further set forth below), the Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign (1) its rights, title and interest in and to the Equipment leased from Contractor, and all rights and remedies with respect to such ownership, and (2) its right to receive payments, in each case to such third party finance partners as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any such assignment. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party. The State agrees that (a) none of Contractor's obligations under this Contract, however, are assumed by such third party finance partner assignees, and (b) the rights of Contractor's third party finance partner assignees will not be subject to any claims, defenses, or setoffs that the State may have against Contractor.

B. Other than as set forth above, the Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment.

A. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

B. Contractor understands that the State, including all Ordering Agencies, reviews and audits each invoice presented to it for payment. Through this review and auditing process errors or discrepancies on invoices may be detected. The State or Ordering Agency will bring invoicing errors or discrepancies to the attention of Contractor. The Ordering Agency shall attempt to reconcile the invoicing error or discrepancy with Contractor. In the event that the Ordering Agency and Contractor are unable to resolve the issue, either party, Ordering Agency or Contractor, may bring the matter to the attention of IDOA's QPA manager who will work with the parties to resolve the issue. If the Ordering Agency and Contractor are unable to resolve the issue through this procedure in Section 11.B, they may pursue resolution under Section 16 Disputes of this Contract.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to

the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. Reserved.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is

reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

IDOA Bidder #	COMPANY NAME	PHONE	eMAIL	PERCENT	SERVICE
0000024264	RJM Logistics, Inc	(317) 803-2369	John Boone johnboone@rjmlogistics.com	6%	Transportation Brokerage Services: site deliveries of equipment from local warehouse to end users

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
6. Surety or Fidelity Bond(s) if required by statute or by the agency.
7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s). Reserved.

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

CLASSIFICATION	IDOA Bidder #	COMPANY NAME	PHONE	eMAIL	PERCENT	SERVICE
WBE	0000002014	Langham Logistics	(317) 938-6360	Nicholas J. Hoagland nickhoagland@elangham.com	3%	LTL Transportation: Transportation of equipment from fulfillment to local warehouse for set up.
MBE	0000024029	Sondhi Solutions	(317) 442-8682	Justin Harris jharris@sondhisolutions.com	8%	Remote support technicians to complete device installations at the direction of Toshiba Business Solutions
WBE	0000005784	Southern Business Machines	(812) 475-8895	Jennifer Stevens jennifer@sbm-inc.com	8%	Toner fulfillment

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Kyla Catellier, Procurement Specialist
Indiana Department of Administration
402 W. Washington Street, W468
Indianapolis, IN 46204
Email: kcatellier1@idoa.in.gov

B. Notices to the Contractor shall be sent to:

Christina Fisher, Director of Bids, Proposals and Contracts
Toshiba America Business Solutions, Inc.
25530 Commercentre Drive, Lake Forest, CA 92630
E-mail: Christina.Fisher@TABS.Toshiba.com

For legal notices to the Contractor copy:
Legal Department
Toshiba America Business Solutions, Inc.
25530 Commercentre Drive, Lake Forest, CA 92630
E-mail: Jason.White@TABS.Toshiba.com

Local notices contact:
Adam Green, Vice President and General Manager
11800 Exit 5 Parkway, Suite 124
Fishers, IN 46037
adam.green@tbs.toshiba.com

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP #20-019, (4) Contractor's response to RFP #20-019, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services

under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

While this Contract may be terminated by the State, it shall not affect any existing Equipment Leases agreed upon, by Purchase Order, under this Contract. All existing Equipment Leases agreed upon prior to cancellation date shall remain in full force and effect until the end of the Lease term.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. Contractor will be liable for direct costs and expenses only. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular -- Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2021 OAG/ IDOA *Professional Services Contract Manual* or the 2021 *SCM Template*) in any way except as follows: 5. Assignment; Successors 11. Conditions of Payment, 19. Employment Option - removed, 29. Key Persons - removed, 35. Order of Preference; Incorporation by Reference, 45. Termination for Convenience, and 46. Termination for Default 51. Contractor Pre-existing Work Product – added, 52. Contractor Employee Privacy Security Measures – added

51. **Contractor Pre-existing Work Product.** This engagement is not a work for hire and the parties do not anticipate that the Contractor will create any new work product. In no event shall any Contractor pre-existing work product be transferred or assigned to the State. Pre-existing work product shall include without limitation, designs, utilities, tools, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications) that relate to the business or operations of the Contractor and that is owned, developed, or licensed by, or on behalf of, the Contractor prior to or independent of the Contractor's performance under this Agreement ("Pre-existing Work Product") shall remain with Contractor, even if utilized to provide the Services, including without limitation, all modifications or enhancements to such intellectual property developed in the course of performing the Services. To the extent Pre-existing Work Product is incorporated in the Materials, the State shall have a royalty-free, non-transferrable license to the Pre-existing Work Product but only in conjunction with the Materials.

52. **Contractor Employee Privacy Security Measures.** Contractor Assuring the State that any employee of Contractor who is non-compliant with the provisions herein shall not be assigned to the State and shall provide notice to the State to the extent such notice is compliant with privacy and any other applicable laws and regulations.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

TOSHIBA AMERICA BUSINESS SOLUTIONS INC

Indiana Department of Administration

By: *Larry White*
A6B11ECE7C8740D...

By: *Jacob Pardue - 00061*
0E62453DFD3E497...

Title: President & CEO

Title: vendor Manager

Date: 12/22/2021 | 13:30 EST

Date: 12/22/2021 | 13:33 EST

Electronically Approved by: Indiana Office of Technology By: _____ (for) Tracy E. Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

Exhibit A – Market Basket Pricing

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

Model	Description	MSRP	FMV Lease 48 Monthly Payments	B/W CPC	Color CPC
DIGITAL - MONOCHROME					
ESTUDIO478S	50ppm Mono MFP	\$3,861	\$29.38	\$0.0040	
KD1061	550 Sheet Drawer - Input Tray	\$274	\$3.08		
KD1060	250 Sheet Drawer - Input Tray	\$178	\$2.30		
KD1062	550 Sheet Lockable Drawer - Input Tray	\$343	\$6.50		
MJ1044	Inline Stapler	\$343	\$7.37		
CONNECTIVITY OPTIONS					
GN1170	MarkNet N8372 Wireless Module	\$63	\$1.38		
GB2080LXK	Forms and Barcode Card	\$469	\$9.89		
GB2090LXK	PRESCRIBE Card	\$246	\$5.19		
GB2100LXK	IPDS Card	\$698	\$14.98		
GB2110LXK	Serial ISP+ SP/BB sidecover	\$172	\$3.37		
GB2120LXK	Fiber ISP+ CoAx sp/bb sidecover	\$616	\$13.00		
GR1350	Keyboard - English - Same as LE Color	\$411	\$8.67		
GR1360	508 Keyboard + Voice Guidance Kit	\$718	\$15.32		
GB2130LXK	Security Module	\$107	\$2.27		
GB2140LXK	Contact front solutions modules	\$69	\$1.46		
GB2150LXK	Contactless front solutions module	\$232	\$4.91		
MEMORY OPTIONS					
GC1420	256MB User Flash Memory	\$81	\$1.20		
ADDITIONAL OPTIONS					
CASTERBASE479CS	3.5" Caster Base for ES478S, ES389CS/479CS (for taller configurations)	\$299	\$6.47		
STAND479CS	13.5" stand for ES478S, ES389CS/479CS	\$399	\$3.00		
PWRFLTR-S1	Compact Power Filter, 120V/15A, 1 Reptacle, Non-Networked	\$112	\$0.94		
ESTUDIO3018A	30 PPM DIGITAL MONOCHROME MFP	\$11,502	\$15.71	\$0.0032	
ESTUDIO4518A	45 PPM DIGITAL MONOCHROME MFP	\$14,870	\$18.04	\$0.0024	
ESTUDIO5018A	50 PPM DIGITAL MONOCHROME MFP	\$16,522	\$30.26	\$0.002	
MR3031B	100-Sheet RADF	\$1,809	\$4.61		
MR4000B	300-Sheet DSDF (e2018A/2518A/3018A require GC1410)	\$2,445	\$12.32		
KAS005PC	Platen Cover	\$51	\$0.84		
MJ1042B	Inner Finisher	\$1,901	\$4.42		
MJ1109B	Console Finisher w/ Stapling	\$2,467	\$6.98		
MJ1110B	Finisher - Saddle Stitch	\$3,667	\$27.78		
KN5005	Bridge Kit (Required with MJ1109B/1110B)	\$287	\$3.31		
MJ5014	Job Separator (eS2018A-3018A)	\$313	\$4.12		
MJ5015	Job Separator (eS3518A-5018A)	\$313	\$4.12		
MJ6011	Hole Punch for MJ1042B	\$918	\$4.42		
MJ6105	Hole Punch (for MJ1109B & MJ1110B)	\$918	\$5.19		
KD1058B	550 Sheet Paper Feed Pedestal	\$1,059	\$2.96		
MY1048B	550-Sheet Drawer	\$594	\$3.87		
MY1049B	Envelope Drawer Module	\$594	\$3.86		
KD1059B	2000 Sheet Large Capacity Feeder	\$1,323	\$2.91		
KKS005	Work Tray	\$60	\$0.81		
KKS008	Manual Pocket	\$60	\$0.91		
KK2550	Accessible Arm	\$97	\$1.46		
PWRFLTR-XGPCS15D	Next Gen PCS Power Filter, 120V-15 AMPS	\$1,253	\$3.99		
PWRFLTR-EV12015	ESP enVision diagnostic power conditioning system	\$1,298	\$5.48		
PWRFLTR-D5133NT	120/15A power filter & network (2 RECEPT.)	\$1,129	\$2.95		
PWRFLTR-D11326T	Surge 120/15 Standalone	\$893	\$2.45		
PWRFLTR-XGPCSIC1	Interface Cable for all ESP XG-PCS and EV series Power Filters	\$108	\$0.91		
STAND5005	Stand	\$299	\$1.98		
CONNECTIVITY OPTIONS					
GN4020	Wireless LAN/Bluetooth Module (requires GR1310) for e2018A/2518A/3018A	\$680	\$9.29		
GR9000	Bluetooth Keyboard (requires GN4020)	\$107	\$1.44		
GR1330	Accessory Tray (Keyboard Shelf)	\$107	\$1.44		
GR1340	Panel 10 Key Option	\$107	\$1.44		
GR1310	USB Hub	\$118	\$1.67		
GC1410	4GB Memory Option (required with DSDF or any 3rd party apps on e2018A/2518A/3018A)	\$162	\$2.28		
GE1230	FIPS HDD	\$427	\$7.39		
GR1320	Card Reader Holder	\$107	\$1.44		
T4DT-FB4BTH-P	Elatec TWN4 Mfare NFC-P Card Reader USB Black (Requires GR1310 for wireless)	\$325	\$4.23		

GS1010	Meta Scan Enabler for e-CONNECT	\$566	\$8.25		
GQ1280	Harness Kit for Coin Controller	\$90	\$1.44		
GS1080	Embedded OCR Enabler 1 License (requires GC1410 on e2018A/2518A/3018A)	\$837	\$6.87		
GS1090	Multi-Station Print Enabler 1 License (requires GC1410 on e2018A/2518A/3018A)	\$211	\$2.38		
GS1095	Multi-Station Print Enabler 5 Licenses	\$751	\$9.14		
GS1007	Unicode Font Enabler	\$729	\$8.51		
GP1080	IPSEC Enabler	\$863	\$15.09		
TIER 1 SOFTWARE					
GB1550NODE	e-BRIDGE Replicator eX (Node License)	\$99	\$1.10		
GB1560NODE	e-BRIDGE Job Point eX (Node License)	\$99	\$1.10		
GB1590NODE	e-BRIDGE Job Separator eX (Node License)	\$99	\$1.10		
GB1610NODE	e-BRIDGE Job Build eX (Node License)	\$99	\$1.10		
GB2300NODE	e-BRIDGE Plus for OneDrive for Business v3.0	\$99	\$0.00		
GB2310NODE	e-BRIDGE Plus for Sharepoint Online v3.0	\$99	\$1.80		
GB2320NODE	e-BRIDGE Plus for Exchange Online v3.0	\$99	\$1.80		
FAX OPTIONS					
GD1370N	Fax Unit / 2nd Line Fax Unit	\$1,107	\$9.39		
GS1100NODE	Fax Over IP Enabler	\$863	\$10.05		
ELEVATE					
ELEVATE2	Elevate Custom Configuration (Per Device)	\$995	\$0.00		
ESTUDIO6518A	65 PPM Digital Copier w/ DSDF	\$31,727	\$50.05	\$0.002	
ESTUDIO7518A	75 PPM Digital Copier w/ DSDF	\$37,967	\$60.53	\$0.002	
ESTUDIO8518A	85 PPM Digital Copier w/ DSDF	\$46,680	\$72.17	\$0.002	
MP2502B	2500 Sheet Large Capacity Feeder	\$1,926	\$6.19		
MJ1111B	50 Sheet Stapling Finisher	\$3,458	\$10.47		
MJ1112B	Saddle Stitch Finisher	\$5,289	\$31.51		
MJ6106N	Hole Punch Unit for MJ1111B & MJ1112B	\$876	\$2.28		
KA6551	Slide Exit Tray	\$63	\$0.70		
KN1103	Finisher Rail	\$91	\$1.44		
CONNECTIVITY OPTIONS					
GN4020	Wireless LAN/Bluetooth Module	\$680	\$9.29		
GR1320	Card Reader Holder	\$107	\$1.44		
GR1330	Accessory Tray (Keyboard Shelf)	\$107	\$1.44		
GR1340	Panel 10 Key Option	\$107	\$1.44		
GR9000	Bluetooth Keyboard (requires GN4020)	\$107	\$1.44		
GP1080	IPSEC Enabler	\$863	\$15.09		
T4DT-FB48TH-P	Elatec TWIN4 Mifare NFC-P Card Reader USB Black	\$325	\$4.23		
GE1230	FIPS HDD	\$427	\$7.39		
GS1010	Meta Scan Enabler for e-CONNECT	\$566	\$8.25		
GS1007	Unicode Font Enabler	\$729	\$8.51		
GS1080	Embedded OCR Enabler 1 License	\$837	\$6.87		
GS1090	Multi-Station Print Enabler 1 License	\$211	\$2.38		
GS1095	Multi-Station Print Enabler 5 Licenses	\$751	\$9.14		
TIER 1 SOFTWARE					
GB1550NODE	e-BRIDGE Replicator eX (Node License)	\$99	\$1.10		
GB1560NODE	e-BRIDGE Job Point eX (Node License)	\$99	\$1.10		
GB1590NODE	e-BRIDGE Job Separator eX (Node License)	\$99	\$1.10		
GB1610NODE	e-BRIDGE Job Build eX (Node License)	\$99	\$1.10		
GB2300NODE	e-BRIDGE Plus for OneDrive for Business v3.0	\$99	\$0.00		
GB2310NODE	e-BRIDGE Plus for Sharepoint Online v3.0	\$99	\$1.80		
GB2320NODE	e-BRIDGE Plus for Exchange Online v3.0	\$99	\$1.80		
ADDITIONAL OPTIONS					
GQ1280	Coin Controller Harness Kit	\$90	\$1.44		
KK5008	Manual Pocket	\$60	\$0.91		
KK2550	Accessible Arm	\$97	\$1.46		
PWRFLTR-XGPCS20D	Next Gen PCS Power Filter, 120V-20 AMPS	\$1,267	\$3.86		
PWRFLTR-EV12020	ESP enVision Adv Diagnostic	\$1,334	\$5.56		
PWRFLTR-D5143NT	120/20 AMP power filter (2 RECEPT.)	\$1,264	\$3.03		
PWRFLTR-D114Z6T	Surge 120/20 Standalone	\$1,017	\$2.66		
PWRFLTR-XGPCS1C1	Interface Cable for all ESP XG-PCS and EV series Power Filters	\$108	\$0.91		
FAX OPTIONS					
GD1370N	Fax Unit / 2nd Line Fax Unit	\$1,107	\$9.39		
GS1100NODE	Fax Over IP Enabler	\$863	\$10.05		
ELEVATE					
ELEVATE2	Elevate Custom Configuration (Per Device)	\$995	\$0.00		
ESTUDIO908	90 PPM Digital Copier	\$38,340	\$203.70	\$0.002	
MX-MFX1	Bypass Tray For Main Unit	\$1,588	\$10.67		
MX-LC12	A4 LCC	\$1,696	\$21.48		
MX-LOX3N	A3 LCC	\$3,294	\$64.02		
MX-RB16	Relay Unit For LCT	\$378	\$3.50		
MX-LC13_N	A3 LCT	\$7,236	\$78.76		
MX-MF11	Bypass Tray For A3 LCT	\$1,588	\$26.86		
MX-RB18	Curl Correction Unit	\$1,232	\$11.64		
MX-CF11	Insertor	\$4,169	\$65.41		
MX-RB13	Relay Unit	\$1,232	\$3.26		
MX-FD10	Paper Folding Unit	\$16,956	\$263.90		

MX-FN21	100 Staple Finisher	\$8,154	\$65.18		
MX-FN22	100 Staple Saddle Stitch Finisher	\$11,578	\$100.26		
MX-PN13B	Punch Unit For MX-FN21/22	\$1,021	\$12.90		
MX-RB17	Connection Kit For LCT	\$2,160	\$25.00		
MX-SL10N	Status Indicator	\$729	\$8.43		
MX-PNX4B	Punch Unit For MX-FN24/25	\$935	\$12.90		
MX-TM10	Trimmer Unit For MX-FN22	\$7,236	\$100.15		
MX-ST10	Stacker	\$25,380	\$452.76		
MX-CA10	Paper Cart for Stacker	\$1,944	\$34.53		
MX-FX15	Fax Kit (90PPM ONLY)	\$1,360	\$15.35		
PWRFLTR-EV20820	ESP enVision Adv Diagnostic	\$1,683	\$6.76		
PWRFLTR-XGPCS20820D	Next GEN PCS Power Filter, 208V/20A, 1 pigtail + 2 receptacles, network	\$1,637	\$5.19		
PWRFLTR-E524ZNT	Power Filter 208V-20 AMPS	\$1,682	\$3.86		
PWRFLTR-XGPCSIC1	Interface Cable for all ESP XG-PCS and EV series Power Filters	\$108	\$0.91		
DIGITAL - COLOR					
ESTUDIO330AC	35PPM COLOR MFP	\$4,195	\$35.66	\$0.004	\$0.036
MY1050	PAPER FEED UNIT, 550 SHEETS	\$464	\$6.11		
KD1071	LARGE CAPACITY FEEDER, 2000 SHEETS	\$699	\$17.33		
MJ1047	OFFLINE STAPLER	\$299	\$6.39		
PWRFLTR-S1	POWER FILTER, 120V/15A, COMPACT, 1 RECEPTACLE	\$112	\$0.94		
GR1380	STAND SPACER	\$125	\$2.92		
GR1390	CASTER BASE	\$299	\$6.39		
STAND400	COPIER STAND	\$199	\$3.00		
MEMORY OPTIONS					
GE1230	HARD DISK DRIVE 320GB FIPS	\$427	\$7.39		
FAX OPTIONS					
GD1370N	FAX UNIT / SECOND LINE FAX UNIT	\$1,107	\$9.39		
CONNECTIVITY OPTIONS					
GN4030	WIRELESS LAN & BLUETOOTH MODULE	\$680	\$9.40		
GR1340	PANEL 10 KEY	\$107	\$1.44		
GR1400	CARD READER HOLDER	\$107	\$0.94		
GQ1280N	HARNES FOR COIN CONTROLLER	\$90	\$1.44		
GP1080	IPSEC ENABLER	\$863	\$15.09		
GP1190	HARDCOPY SECURITY ENABLER	\$1,899	\$32.52		
GS1007	UNICODE FONT ENABLER	\$729	\$8.51		
GS1010	METASCAN ENABLER	\$566	\$8.25		
GS1080	EMBEDDED OCR ENABLER 1 LICENSE	\$837	\$6.87		
GS1090	MULTI-STATION PRINT ENABLER 1 LICENSE	\$211	\$2.38		
TIER 1 SOFTWARE					
GB1550NODE	E-BRIDGE REPLICATOR EX	\$99	\$1.10		
GB1560NODE	E-BRIDGE JOB POINT EX	\$99	\$1.10		
GB1590NODE	E-BRIDGE JOB SEPARATOR EX	\$99	\$1.10		
GB1610NODE	E-BRIDGE JOB BUILD EX	\$99	\$1.10		
GB2300NODE	e-BRIDGE Plus for OneDrive for Business v3.0	\$99	\$0.00		
GB2310NODE	E-BRIDGE PLUS FOR SHAREPOINT ONLINE V3.0	\$99	\$1.80		
GB2320NODE	E-BRIDGE PLUS FOR EXCHANGE ONLINE V3.0	\$99	\$1.80		
GB2380NODE	E-BRIDGE PLUS FOR GMAIL	\$99	\$1.80		
GB2390NODE	E-BRIDGE PLUS FOR GOOGLE DRIVE	\$99	\$1.80		
GB2430NODE	E-BRIDGE PLUS FOR DOCUWARE	\$99	\$1.80		
ECTranslate-	E-CONNECT TRANSLATE	\$495	\$0.00		
ELEVATE					
ELEVATE2	ELEVATE CUSTOM CONFIGURATION (PER DEVICE)	\$995	\$0.00		
ESTUDIO3015AC	30 PPM Color Copier	\$17,580	\$32.59	\$0.0024	\$0.028
ESTUDIO4515AC	45 PPM Color Copier	\$27,196	\$44.23	\$0.0024	\$0.028
ESTUDIO5015AC	50 PPM Color Copier	\$28,341	\$58.20	\$0.0024	\$0.028
MR3031B	100-Sheet RADF	\$1,809	\$2.91		
MR4000B	300-Sheet DSDF	\$2,445	\$12.32		
KA5005PC	Platen Cover	\$51	\$0.84		
MJ1042B	Inner Finisher	\$1,901	\$4.42		
MJ1109B	Console Finisher w/ Stapling	\$2,467	\$6.98		
MJ1110B	Finisher - Saddle Stitch	\$3,667	\$27.78		
KN5005	Bridge Kit (Required with MJ1109B/1110B)	\$287	\$3.31		
MJ6011	Hole Punch for MJ1042B	\$918	\$4.42		
MJ6105	Hole Punch (for MJ1109B & MJ1110B)	\$918	\$5.19		
MJ5015	Job Separator	\$313	\$4.12		
KK5005	Work Tray	\$60	\$0.81		
KK5008	Manual Pocket	\$60	\$0.91		
KK2550	Accessible Arm	\$97	\$1.46		
KD1058B	550 Sheet Paper Feed Pedestal	\$1,059	\$2.96		
MY1048B	550-Sheet Drawer	\$594	\$3.87		
MY1049B	Envelope Drawer Module	\$594	\$3.86		
KD1059B	2000 Sheet Large Capacity Feeder	\$1,323	\$2.91		
PWRFLTR-XGPCS15D	Next Gen PCS Power Filter, 120V-15 AMPS	\$1,253	\$3.99		
PWRFLTR-EV12015	ESP enVision diagnostic power conditioning system	\$1,298	\$5.48		
PWRFLTR-DS133NT	120/15A power filter & network (2 RECEPT.)	\$1,129	\$2.95		
PWRFLTR-D11326T	Surge 120/15 Standalone	\$893	\$2.45		

PWRFLTR-XGPCSIC1 STAND5005	Interface Cable for all ESP XG-PCS and EV series Power Filters Stand	\$108 \$299	\$0.91 \$1.98		
CONNECTIVITY OPTIONS					
GN4020	Wireless LAN/Bluetooth Module	\$680	\$9.29		
GR9000	Bluetooth Keyboard (requires GN4020)	\$107	\$1.44		
GR1330	Accessory Tray (Keyboard Shelf)	\$107	\$1.44		
GR1340	Panel 10 Key Option	\$107	\$1.44		
GR1310	USB Hub	\$118	\$1.67		
GR1320	Card Reader Holder	\$107	\$1.44		
T4DT-FB4BTH-P	Elatec TWN4 Mifare NFC-P Card Reader USB Black	\$325	\$4.23		
GE1230	FIPS HDD	\$427	\$7.39		
GS1010	Meta Scan Enabler for e-CONNECT	\$566	\$8.25		
GQ1280	Harness Kit for Coin Controller	\$90	\$1.44		
GS1080	Embedded OCR Enabler 1 License	\$837	\$6.87		
GS1090	Multi-Station Print Enabler 1 License	\$211	\$2.38		
GS1095	Multi-Station Print Enabler 5 Licenses	\$751	\$9.14		
GS1007	Unicode Font Enabler	\$729	\$8.51		
GP1080	IPSEC Enabler	\$863	\$15.09		
TIER 1 SOFTWARE					
GB1550NODE	e-BRIDGE Replicator eX (Node License)	\$99	\$1.10		
GB1560NODE	e-BRIDGE Job Point eX (Node License)	\$99	\$1.10		
GB1590NODE	e-BRIDGE Job Separator eX (Node License)	\$99	\$1.10		
GB1610NODE	e-BRIDGE Job Build eX (Node License)	\$99	\$1.10		
GB2300NODE	e-BRIDGE Plus for OneDrive for Business v3.0	\$99	\$0.00		
GB2310NODE	e-BRIDGE Plus for Sharepoint Online v3.0	\$99	\$1.80		
GB2320NODE	e-BRIDGE Plus for Exchange Online v3.0	\$99	\$1.80		
FAX OPTIONS					
GD1370N	Fax Unit / 2nd Line Fax Unit	\$1,107	\$9.39		
GS1100NODE	Fax Over IP Enabler	\$863	\$10.05		
ELEVATE					
ELEVATE2	Elevate Custom Configuration (Per Device)	\$995	\$0.00		
ESTUDIO6516AC	65PPM Color 75 BK MFP with DSD4 4 Drawer	\$42,056	\$104.76	\$0.0024	\$0.028
ESTUDIO6516ACT	65PPM Color 75 BK MFP with DSD4 Tandem Drawer	\$42,056	\$104.76	\$0.0024	\$0.028
MP2502B	2500 Sheet Large Capacity Feeder	\$1,926	\$6.19		
MJ1111B	50 Sheet Stapling Finisher	\$3,458	\$10.47		
MJ1112B	Saddle Stitch Finisher	\$5,289	\$31.51		
MJ6106N	Hole Punch Unit for MJ1111B & MJ1112B	\$876	\$2.28		
KA6551	Side Exit Tray	\$63	\$0.70		
KK2550	Accessible Arm	\$97	\$1.46		
KN1103	Finisher Rail	\$91	\$1.44		
ADDITIONAL OPTIONS					
GQ1280	Coin Controller Harness Kit	\$90	\$1.44		
KK5008	Manual Pocket	\$60	\$0.91		
PWRFLTR-XGPCS20D	Next Gen PCS Power Filter, 120V-20 AMPS	\$1,267	\$3.86		
PWRFLTR-EV12020	ESP enVision Adv Diagnostic	\$1,334	\$5.56		
PWRFLTR-D5143NT	120/20 AMP power filter (2 RECEPT.)	\$1,264	\$3.03		
PWRFLTR-D114Z6T	Surge 120/20 Standalone	\$1,017	\$2.66		
PWRFLTR-XGPCSIC1	Interface Cable for all ESP XG-PCS and EV series Power Filters	\$108	\$0.91		
CONNECTIVITY OPTIONS					
GN4020	Wireless LAN/Bluetooth Module	\$680	\$9.29		
GR1320	Card Reader Holder	\$107	\$1.44		
GR1330	Accessory Tray (Keyboard Shelf)	\$107	\$1.44		
GR1340	Panel 10 Key Option	\$107	\$1.44		
GR9000	Bluetooth Keyboard (requires GN4020)	\$107	\$1.44		
GP1080	IPSEC Enabler	\$863	\$15.09		
T4DT-FB4BTH-P	Elatec TWN4 Mifare NFC-P Card Reader USB Black	\$325	\$4.23		
GE1230	FIPS HDD	\$427	\$7.39		
GS1010	Meta Scan Enabler for e-CONNECT	\$566	\$8.25		
GS1007	Unicode Font Enabler	\$729	\$8.51		
GS1080	Embedded OCR Enabler 1 License	\$837	\$6.87		
GS1090	Multi-Station Print Enabler 1 License	\$211	\$2.38		
GS1095	Multi-Station Print Enabler 5 Licenses	\$751	\$9.14		
TIER 1 SOFTWARE					
GB1550NODE	e-BRIDGE Replicator eX (Node License)	\$99	\$1.10		
GB1560NODE	e-BRIDGE Job Point eX (Node License)	\$99	\$1.10		
GB1590NODE	e-BRIDGE Job Separator eX (Node License)	\$99	\$1.10		
GB1610NODE	e-BRIDGE Job Build eX (Node License)	\$99	\$1.10		
GB2300NODE	e-BRIDGE Plus for OneDrive for Business v3.0	\$99	\$0.00		
GB2310NODE	e-BRIDGE Plus for Sharepoint Online v3.0	\$99	\$1.80		
GB2320NODE	e-BRIDGE Plus for Exchange Online v3.0	\$99	\$1.80		
FAX OPTIONS					
GD1370N	Fax Unit / 2nd Line Fax Unit	\$1,107	\$9.39		
GS1100NODE	Fax Over IP Enabler	\$863	\$10.05		
ELEVATE					
ELEVATE2	Elevate Custom Configuration (Per Device)	\$995	\$0.00		

Exhibit B – Contractor MSRP Price List

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

Model	Description	Retail - MSRP	Contract Price	B/W CPC	Color CPC
DIGITAL - MONOCHROME					
ESTUDIO478S	50ppm Mono MFP	\$3,861	\$1,262	\$0.0040	
KD1061	550 Sheet Drawer - Input Tray	\$274	\$118		
KD1060	250 Sheet Drawer - Input Tray	\$178	\$88		
KD1062	550 Sheet Lockable Drawer - Input Tray	\$343	\$249		
MJ1044	Inline Stapler	\$343	\$225		
CONNECTIVITY OPTIONS					
GN1170	MarkNet N8372 Wireless Module	\$63	\$53		
GB2080LXK	Forms and Barcode Card	\$469	\$379		
GB2090LXK	PRESCRIBE Card	\$246	\$199		
GB2100LXK	IPDS Card	\$698	\$574		
GB2110LXK	Serial ISP+ SP/BB sidecover	\$172	\$129		
GB2120LXK	Fiber ISP+ CoAtI sp/bb sidecover	\$616	\$498		
GR1350	Keyboard - English - Same as LE Color	\$411	\$332		
GR1360	508 Keyboard + Voice Guidance Kit	\$718	\$587		
GB2130LXK	Security Module	\$107	\$87		
GB2140LXK	Contact front solutions modules	\$69	\$56		
GB2150LXK	Contactless front solutions module	\$232	\$188		
MEMORY OPTIONS					
GC1420	256MB User Flash Memory	\$81	\$46		
ADDITIONAL OPTIONS					
CASTERBASE479CS	3.5" Caster Base for ES478S, ES389CS/479CS (for taller configurations)	\$299	\$248		
STAND479CS	13.5" stand for ES478S, ES389CS/479CS	\$399	\$129		
PWRFLTR-S1	Compact Power Filter, 120V/15A, 1 Reptacle, Non-Networked	\$112	\$36		
ESTUDIO3018A	30 PPM DIGITAL MONOCHROME MFP	\$11,502	\$675	\$0.0032	
ESTUDIO4518A	45 PPM DIGITAL MONOCHROME MFP	\$14,870	\$775	\$0.0024	
ESTUDIO5018A	50 PPM DIGITAL MONOCHROME MFP	\$16,522	\$1,300	\$0.002	
MR3031B	100-Sheet RADF	\$1,809	\$198		
MR4000B	300-Sheet DSDF (e2018A/2518A/3018A require GC1410)	\$2,445	\$529		
KA5005PC	Platen Cover	\$51	\$32		
MJ1042B	Inner Finisher	\$1,901	\$190		
MJ1109B	Console Finisher w/ Stapling	\$2,467	\$300		
MJ1110B	Finisher - Saddle Stitch	\$3,667	\$1,107		
KN5005	Bridge Kit (Required with MJ1109B/1110B)	\$287	\$127		
MJ5014	Job Separator (eS2018A-3018A)	\$313	\$158		
MJ5015	Job Separator (eS3518A-5018A)	\$313	\$158		
MJ6011	Hole Punch for MJ1042B	\$918	\$160		
MJ6105	Hole Punch (for MJ1109B & MJ1110B)	\$918	\$199		
KD1058B	550 Sheet Paper Feed Pedestal	\$1,059	\$127		
MY1048B	550-Sheet Drawer	\$594	\$166		
MY1049B	Envelope Drawer Module	\$594	\$166		
KD1059B	2000 Sheet Large Capacity Feeder	\$1,323	\$125		
KK5005	Work Tray	\$60	\$31		
KK5008	Manual Pocket	\$60	\$35		
KK2550	Accessible Arm	\$97	\$56		
PWRFLTR-XGPCS15D	Next Gen PCS Power Filter, 120V-15 AMPS	\$1,253	\$153		
PWRFLTR-EV12015	ESP enVision diagnostic power conditioning system	\$1,298	\$210		
PWRFLTR-D5133NT	120/15A power filter & network (2 RECEPT.)	\$1,129	\$113		
PWRFLTR-D11326T	Surge 120/15 Standalone	\$893	\$94		
PWRFLTR-XGPCSIC1	Interface Cable for all ESP XG-PCS and EV series Power FiltersStand	\$108	\$35		
STAND5005		\$299	\$85		
CONNECTIVITY OPTIONS					
GN4020	Wireless LAN/Bluetooth Module (requires GR1310 for e2018A/2518A/3018A)	\$680	\$356		
GR9000	Bluetooth Keyboard (requires GN4020)	\$107	\$55		
GR1330	Accessory Tray (Keyboard Shelf)	\$107	\$55		

Model	Description	Retail - MSRP	Contract Price	B/W CPC	Color CPC
GS10	Meta Scan Enabler for e-	\$566	\$316		
10	CONNECT Harness Kit for	\$90	\$55		
GQ12	Coin Controller	\$837	\$295		
80	Embedded OCR Enabler 1 License (requires GC1410)	\$211	\$91		
GS10	on e2018A/2518A/3 Multi-Station Print Enabler 1	\$751	\$350		
80	License (requires GC1410 on e2018A/2518A Multi	\$729	\$326		
GS10	Station Print Enabler 5 Licenses	\$863	\$578		
90	Unicode Font				
GS10	Enabler IPSEC				
95	Enabler				
GS10					
07					
GP10					
80					
TIER 1 SOFTWARE					
GB1550N	e-BRIDGE Replicator eX	\$99	\$42		
ODE	(Node License) e-BRIDGE	\$99	\$42		
GB1560N	Job Point eX (Node License)	\$99	\$42		
ODE	e-BRIDGE Job Separator eX	\$99	\$42		
GB1590N	(Node License) e-BRIDGE Job	\$99	\$0		
ODE	Build eX (Node License)	\$99	\$69		
GB1610N	e-BRIDGE Plus for OneDrive for	\$99	\$69		
ODE	Business v3.0 e-BRIDGE Plus for				
GB2300N	Sharepoint Online v3.0				
ODE	e-BRIDGE Plus for Exchange Online v3.0				
GB2310N					
ODE					
GB2320NODE					
FAX OPTIONS					
GD1370N	Fax Unit / 2nd Line Fax Unit	\$1,107	\$403		
GS1100NODE	Fax Over IP Enabler	\$863	\$385		
ELEVATE					
ELEVATE2	Elevate Custom Configuration (Per Device)	\$995	\$0		
ESTUDIO6518A	65 PPM Digital Copier	\$31,727	\$2,150	\$0.002	
ESTUDIO751	w/ DSDF 75 PPM Digital	\$37,967	\$2,600	\$0.002	
8A	Copier w/ DSDF 85	\$46,680	\$3,100	\$0.002	
ESTUDIO851	PPM Digital Copier w/	\$1,926	\$266		
8A	DSDF	\$3,458	\$450		
MP250	2500 Sheet Large	\$5,289	\$1,353		
2B	Capacity Feeder 50 Sheet	\$876	\$80		
MJ111	Stapling Finisher	\$63	\$30		
1B	Saddle Stitch Finisher	\$91	\$55		
MJ111	Hole Punch Unit for MJ1111B				
2B	& MJ1112B Side Exit Tray				
MJ610	Finisher Rail				
6N					
KA65					
51					
KN11					
03					
CONNECTIVITY OPTIONS					

GN40	Wireless LAN/Bluetooth	\$680	\$356		
20	Module Card Reader	\$107	\$55		
GR13	Holder	\$107	\$55		
20	Accessory Tray	\$107	\$55		
GR13	(Keyboard Shelf) Panel	\$107	\$55		
30	10 Key Option	\$863	\$578		
GR13	Bluetooth Keyboard (requires	\$325	\$162		
40	GN4020) IPSEC Enabler	\$427	\$283		
GR90	Elatec TWN4 Mifare NFC-P Card	\$566	\$316		
00	Reader USB BlackFIPS HDD	\$729	\$326		
GP10	Meta Scan Enabler for e-	\$837	\$295		
80	CONNECT Unicode Font	\$211	\$91		
T4DT-	Enabler	\$751	\$350		
FB4BTH-P	Embedded OCR Enabler 1				
GE1230	License Multi-Station Print				
GS10	Enabler 1 License Multi-				
10	Station Print Enabler 5				
GS10	Licenses				
07					
GS10					
80					
GS10					
90					
GS10					
95					
TIER 1 SOFTWARE					
GB1550N	e-BRIDGE Replicator eX	\$99	\$42		
ODE	(Node License) e-BRIDGE	\$99	\$42		
GB1560N	Job Point eX (Node License)	\$99	\$42		
ODE	e-BRIDGE Job Separator eX	\$99	\$42		
GB1590N	(Node License) e-BRIDGE Job	\$99	\$0		
ODE	Build eX (Node License)	\$99	\$69		
GB1610N	e-BRIDGE Plus for OneDrive for	\$99	\$69		
ODE	Business v3.0 e-BRIDGE Plus for				
GB2300N	Sharepoint Online v3.0				
ODE	e-BRIDGE Plus for Exchange Online v3.0				
GB2310N					
ODE					
GB2320NODE					
ADDITIONAL OPTIONS					
GQ12	Coin Controller	\$90	\$55		
80	Harness Kit Manual	\$60	\$35		
KK50	Pocket	\$97	\$56		
08	Accessible Arm	\$1,267	\$148		
KK25	Next Gen PCS Power Filter,	\$1,334	\$213		
50	120V-20 AMPSESP enVision	\$1,264	\$116		
PWRFLTR-	Adv Diagnostic	\$1,017	\$102		
XGPCS20D	120/20 AMP power filter (2	\$108	\$35		
PWRFLTR-	RECEPT.) Surge 120/20				
EV12020	Standalone				
PWRFLTR-	Interface Cable for all ESP XG-PCS and EV series				
D5143NT	Power Filters				
PWRFLTR-					
D114Z6T					
PWRFLTR-					
XGPCSIC1					

FAX OPTIONS

Model	Description	Retail - MSRP	Contract Price	B/W CPC	Color CPC
GD1370N	Fax Unit / 2nd Line Fax Unit	\$1,107	\$403		
GS1100NODE	Fax Over IP Enabler	\$863	\$385		
ELEVATE					
ELEVATE2	Elevate Custom Configuration (Per Device)	\$995	\$0		
ESTUDIO908	90 PPM Digital	\$38,340	\$8,750	\$0.002	
MX-	Copier Bypass Tray	\$1,588	\$409		
MX-	For Main Unit A4	\$1,696	\$823		
MX-	LCC	\$3,294	\$1,666		
LC12	A3 LCC	\$378	\$134		
MX-	Relay Unit	\$7,236	\$3,383		
LCX3N	For LCT A3	\$1,588	\$1,029		
MX-	LCT	\$1,232	\$500		
RB16	Bypass Tray For	\$4,169	\$2,506		
MX-	A3 LCT Curl	\$1,232	\$140		
LC13_N	Correction Unit	\$16,956	\$10,111		
MX-	Insertor	\$8,154	\$2,800		
MF11	Relay Unit	\$11,578	\$3,500		
MX-	Paper Folding	\$1,021	\$650		
RB18	Unit 100	\$2,160	\$958		
MX-	Staple	\$729	\$323		
CF11	Finisher	\$935	\$554		
MX-	100 Staple Saddle Stitch	\$7,236	\$3,837		
RB13	Finisher Punch Unit For	\$25,380	\$17,347		
MX-	MX-FN21/22 Connection	\$1,944	\$1,323		
FD10	Kit For LCT	\$1,360	\$588		
MX-	Status Indicator	\$1,683	\$259		
FN21	Punch Unit For MX-	\$1,637	\$199		
MX-	FN24/25 Trimmer	\$1,682	\$148		
FN22	Unit For MX-FN22	\$108	\$35		
MX-	Stacker				
PN13B	Paper Cart for				
MX-	StackerFax Kit				
RB17	(90PPM ONLY)				
MX-	ESP enVision Adv Diagnostic				
SL10N	Next GEN PCS Power Filter, 208V/20A, 1 pigtail + 2				
MX-	receptacles, networ				
PNX4B	Power Filter 208V-20 AMPS				
MX-	Interface Cable for all ESP XG-PCS and EV series				
MX-	Power Filters				
TM10					
MX-					
ST10					
MX-					
CA10					
MX-					
FX15					
PWRFLTR-					
EV20820					
PWRFLTR-					
XGPCS20820D					
PWRFLTR-					
E524ZNT					
PWRFLTR-					
XGPCSIC1					
DIGITAL - COLOR					

ESTUDIO330AC	35PPM COLOR MFP	\$4,195	\$1,532	\$0.004	\$0.036
MY1050	PAPER FEED UNIT, 550 SHEETS	\$464	\$234		
KD1071	LARGE CAPACITY FEEDER,	\$699	\$664		
MJ1047	2000 SHEETS OFFLINE	\$299	\$245		
PWRFLT	STAPLER	\$112	\$36		
R-S1	POWER FILTER, 120V/15A, COMPACT, 1	\$125	\$112		
GR1380	RECEPTACLE STAND SPACER	\$299	\$245		
GR1390	CASTER	\$199	\$129		
STAND4	BASE				
00	COPIER STAND				
MEMORY OPTIONS					
GET230	HARD DISK DRIVE 320GB FIPS	\$427	\$283		
FAX OPTIONS					
GD1370N	FAX UNIT / SECOND LINE FAX UNIT	\$1,107	\$403		
CONNECTIVITY OPTIONS					
GN403	WIRELESS LAN &	\$680	\$360		
0	BLUETOOTH MODULE	\$107	\$55		
GR134	PANEL 10 KEY	\$107	\$36		
0	CARD READER HOLDER	\$90	\$55		
GR140	HARNESS FOR COIN	\$863	\$578		
0	CONTROLLER IPSEC	\$1,899	\$1,246		
GQ128	ENABLER	\$729	\$326		
0N	HARDCOPY	\$566	\$316		
GP108	SECURITY ENABLER	\$837	\$295		
0	UNICODE FONT	\$211	\$91		
GP119	ENABLER METASCAN				
0	ENABLER				
GS100	EMBEDDED OCR ENABLER 1				
7	LICENSE MULTI-STATION				
GS101	PRINT ENABLER 1 LICENSE				
0					
GS108					
0					
GS1090					
TIER 1 SOFTWARE					
GB1550N	E-BRIDGE	\$99	\$42		
ODE	REPLICATOR EXE-	\$99	\$42		
GB1560N	BRIDGE JOB	\$99	\$42		
ODE	POINT EX	\$99	\$42		
GB1590N	E-BRIDGE JOB	\$99	\$0		
ODE	SEPARATOR EXE-	\$99	\$69		
GB1610N	BRIDGE JOB BUILD	\$99	\$69		
ODE	EX				
GB2300N	e-BRIDGE Plus for OneDrive for Business v3.0				
ODE	E-BRIDGE PLUS FOR				
GB2310N	SHAREPOINT ONLINE V3.0E-				
ODE	BRIDGE PLUS FOR EXCHANGE				
GB2320NODE	ONLINE V3.0				

Model	Description			B/W CPC	Color CPC
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		Retail - MSRP	Contract Price		
GB2380NO DE	E-BRIDGE PLUS FOR GMAIL	\$99	\$69		
GB2390NO DE	E-BRIDGE PLUS FOR GOOGLE DRIVE E- BRIDGE PLUS FOR	\$99 \$495	\$69 \$0		
GB2430NO DE ECTRANS LATE-	DOCUWARE E-CONNECT TRANSLATE				
ELEVATE					
ELEVATE2	ELEVATE CUSTOM CONFIGURATION (PER DEVICE)	\$995	\$0		
ESTUDIO301	30 PPM Color	\$17,580	\$1,400	\$0.0024	\$0.028
5AC	Copier 45 PPM	\$27,196	\$1,900	\$0.0024	\$0.028
ESTUDIO451	Color Copier 50	\$28,341	\$2,500	\$0.0024	\$0.028
5AC	PPM Color	\$1,809	\$198		
ESTUDIO5015AC	Copier 100-	\$2,445	\$529		
MR303	Sheet RADF	\$51	\$32		
1B	300-Sheet	\$1,901	\$190		
MR400	DSDF Platen	\$2,467	\$300		
0B	Cover	\$3,667	\$1,107		
KA5005	Inner Finisher	\$287	\$127		
PC	Console Finisher w/	\$918	\$160		
MJ1042	Stapling Finisher -	\$918	\$199		
B	Saddle Stitch	\$313	\$158		
MJ1109	Bridge Kit (Required with	\$60	\$31		
B	MJ1109B/1110B) Hole Punch	\$60	\$35		
MJ1110	for MJ1042B	\$97	\$56		
B	Hole Punch (for MJ1109B &	\$1,059	\$127		
KN5005	MJ1110B) Job Separator	\$594	\$166		
MJ6011	Work Tray	\$594	\$166		
MJ6105	Manual	\$1,323	\$125		
MJ5015	Pocket	\$1,253	\$153		
KK5005	Accessible	\$1,298	\$210		
KK5008	Arm	\$1,129	\$113		
KK2550	550 Sheet Paper Feed	\$893	\$94		
KD1058	Pedestal 550-Sheet	\$108	\$35		
B	Drawer	\$299	\$85		
MY104	Envelope Drawer Module				
8B	2000 Sheet Large Capacity Feeder				
MY104	Next Gen PCS Power Filter, 120V-15 AMPS				
9B	ESP enVision diagnostic power				
KD1059	conditioning system 120/15A power				
B	filter & network (2 RECEPT.) Surge				
PWRFLTR- XGPCS15D	120/15 Standalone				
PWRFLTR- EV12015	Interface Cable for all ESP XG-PCS and EV series				
PWRFLTR- D5133NT	Power FiltersStand				
PWRFLTR- D113Z6T					
PWRFLTR- XGPCSIC1					
STAND5005					
CONNECTIVITY OPTIONS					

GN40	Wireless LAN/Bluetooth	\$680	\$356		
20	Module Bluetooth Keyboard	\$107	\$55		
GR90	(requires GN4020) Accessory	\$107	\$55		
00	Tray (Keyboard Shelf)	\$107	\$55		
GR13	Panel 10 Key	\$118	\$64		
30	Option USB	\$107	\$55		
GR13	Hub	\$325	\$162		
40	Card Reader Holder	\$427	\$283		
GR13	Elatec TWN4 Mifare NFC-P Card	\$566	\$316		
10	Reader USB BlackFIPS HDD	\$90	\$55		
GR13	Meta Scan Enabler for e-	\$837	\$295		
20	CONNECT Harness Kit for	\$211	\$91		
T4DT-	Coin Controller Embedded	\$751	\$350		
FB4BTH-P	OCR Enabler 1 License	\$729	\$326		
GE1230	Multi-Station Print Enabler 1	\$863	\$578		
GS10	License Multi-Station Print				
10	Enabler 5 Licenses Unicode				
GQ12	Font Enabler				
80	IPSEC Enabler				
GS10					
80					
GS10					
90					
GS10					
95					
GS10					
07					
GP10					
80					
TIER 1 SOFTWARE					
GB1550N	e-BRIDGE Replicator eX	\$99	\$42		
ODE	(Node License)e-BRIDGE	\$99	\$42		
GB1560N	Job Point eX (Node License)	\$99	\$42		
ODE	e-BRIDGE Job Separator eX	\$99	\$42		
GB1590N	(Node License)e-BRIDGE Job	\$99	\$0		
ODE	Build eX (Node License)	\$99	\$69		
GB1610N	e-BRIDGE Plus for OneDrive for	\$99	\$69		
ODE	Business v3.0 e-BRIDGE Plus for				
GB2300N	Sharepoint Online v3.0				
ODE	e-BRIDGE Plus for Exchange Online v3.0				
GB2310N					
ODE					
GB2320N					
ODE					
FAX OPTIONS					
GD1370N	Fax Unit / 2nd Line Fax Unit	\$1,107	\$403		
GS1100NODE	Fax Over IP Enabler	\$863	\$385		
ELEVATE					
ELEVATE2	Elevate Custom Configuration (Per Device)	\$995	\$0		

Model	Description	Retail - MSRP	Contract Price	B/W CPC	Color CPC
ESTUDIO6516	65PPM Color 75 BK MFP with DSDf 4	\$42,056	\$4,500	\$0.0024	\$0.028
AC	Drawer 65PPM Color 75 BK MFP with	\$42,056	\$4,500	\$0.0024	\$0.028
ESTUDIO6516		\$1,926	\$266		
ACT					

MP250	DSDF Tandem Drawer 2500 Sheet	\$3,458	\$450		
2B	Large Capacity Feeder	\$5,289	\$1,353		
MJ111	50 Sheet Stapling	\$876	\$80		
1B	Finisher Saddle	\$63	\$30		
MJ111	Stitch Finisher	\$97	\$56		
2B	Hole Punch Unit for MJ1111B	\$91	\$55		
MJ610	& MJ1112B Side Exit Tray				
6N	Accessible				
KA655	Arm				
1	Finisher				
KK255	Rail				
0					
KN1103					
ADDITIONAL OPTIONS					
GQ12	Coin Controller	\$90	\$55		
80	Harness Kit Manual	\$60	\$35		
KK50	Pocket	\$1,267	\$148		
08	Next Gen PCS Power Filter,	\$1,334	\$213		
PWRFLTR- XGPCS20D	120V-20 AMP ESP enVision	\$1,264	\$116		
PWRFLTR- EV12020	Adv Diagnostic	\$1,017	\$102		
PWRFLTR- D5143NT	120/20 AMP power filter (2 RECEPT.) Surge 120/20	\$108	\$35		
PWRFLTR- D114Z6T	Standalone				
PWRFLTR- XGPCSIC1	Interface Cable for all ESP XG-PCS and EV series Power Filters				
CONNECTIVITY OPTIONS					
GN40	Wireless LAN/Bluetooth	\$680	\$356		
20	Module Card Reader	\$107	\$55		
GR13	Holder	\$107	\$55		
20	Accessory Tray	\$107	\$55		
GR13	(Keyboard Shelf) Panel	\$107	\$55		
30	10 Key Option	\$863	\$578		
GR13	Bluetooth Keyboard (requires	\$325	\$162		
40	GN4020) IPSEC Enabler	\$427	\$283		
GR90	Elatec TWN4 Mifare NFC-P Card	\$566	\$316		
00	Reader USB Black FIPS HDD	\$729	\$326		
GP10	Meta Scan Enabler for e-	\$837	\$295		
80	CONNECT Unicode Font	\$211	\$91		
T4DT-	Enabler	\$751	\$350		
FB4BTH-P	Embedded OCR Enabler 1				
GE1230	License Multi-Station Print				
GS10	Enabler 1 License Multi-				
10	Station Print Enabler 5				
GS10	Licenses				
07					
GS10					
80					
GS10					
90					
GS10					
95					
TIER 1 SOFTWARE					
GB1550N	e-BRIDGE Replicator eX	\$99	\$42		
ODE	(Node License) e-BRIDGE	\$99	\$42		
GB1560N	Job Point eX (Node License)	\$99	\$42		
ODE	e-BRIDGE Job Separator eX	\$99	\$42		
GB1590N	(Node License) e-BRIDGE Job	\$99	\$0		
ODE	Build eX (Node License)	\$99	\$69		
GB1610N	e-BRIDGE Plus for OneDrive for	\$99	\$69		
ODE	Business v3.0 e-BRIDGE Plus for				
GB2300N	Sharepoint Online v3.0				

ODE GB2310N ODE GB2320NODE	e-BRIDGE Plus for Exchange Online v3.0				
FAX OPTIONS					
GD1370N GS1100NODE	Fax Unit / 2nd Line Fax Unit Fax Over IP Enabler	\$1,107 \$863	\$403 \$385		
ELEVATE					
ELEVATE2	Elevate Custom Configuration (Per Device)	\$995	\$0		

Exhibit C – Service Level Agreements (SLAs)

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

The Contractor shall monitor and fulfill the following Service Level Agreements:

1. Key Performance Indicator (KPI)

A Key Performance Indicator (KPI) is a specific program for Contractor performance. The KPI measures the Contractor's management performance, the Contractor's overall performance, and other identified factors that are critical to the KPI. Equally as important as the key performance indicators (KPI) are commonly accepted operating definitions that promote consistent use of the KPI. Thus, the KPI become mechanisms for building quality into the service offering and support in managing the appropriate service level. When used to develop an account scorecard, KPI becomes a primary mechanism for monitoring and measuring service performance.







This KPI-based account scorecard shall address both financial and non-financial goals for a support service partnership. Associated tools (for example, a Customer Survey) can be mutually developed to gather multiple levels of feedback on the KPI as well as other service success factors. By mutually developing the scorecard and associated tools, the State of Indiana and the Contractor can immediately set the tone for a performance-based partnership.

The KPI below is the account service performance scorecard. If additional management requirements are presented in the future, then the contract shall be amended to reflect the additional requirements. The tables shown below describe operating definitions and performance categories. The Contractor shall identify the actual outcome and supply original supportive documentation for all service level agreements and performance metrics.

Account Scorecard Performance Categories:

1. Client Satisfaction. Monitored through usage of Customer Survey (KPI Scorecard shown within Exhibit), and completed by the Purchasers on a quarterly basis. (See **Key Performance Indicator – Account Service Performance Scorecard** below.)
2. Client Service Review Process
 - a. # of Compliments Received: (#)
 - b. # of Complaints Received: (#)
3. Contract Performance
 - a. Technical and Customer Service Performance (See **Service Level Agreement Chart** below)
 - b. Incident Reporting
 - # of major incidents reported (#)

Key Performance Indicator – Account Service Performance Scorecard

ACCOUNT SERVICE PERFORMANCE SCORECARD													
Quarter / Period of Review:													
Site Scorecard: (Enter Using Agency location here)				Date Review Completed:									
CLIENT SATISFACTION													
CLIENT SERVICE REVIEW PROCESS (SEE SCALE BELOW) Insert check in applicable box.							7	6	5	4	3	2	1
1. How do you rate the responsiveness of our company?													
2. Is our company providing consistent and reliable service?													
3. Do you feel our catalog/website content and pricing is accurate and up-to-date?													
4. Are our invoices accurate?													
5. If an invoice is not correct, do you feel we provide corrected invoices in a timely manner?													
7 Always Exceeds Expectations	6 Frequently Exceeds Expectations	5 Sometimes Exceeds Expectations	4 Meets Expectations	3 Sometimes Meets Expectations	2 Rarely Meets Expectations	1 Never Meets Expectations							
Range:	 On Target	 Below Expectation	 Far Below Expectation										
CATEGORY				RANGE		SITE PERFORMANCE							
							RESULTS / COMMENTS						
CONTRACT PERFORMANCE													
TECHNICAL/CS PERFORMANCE										Comments:			
Performance Metrics shown in Exhibit D tracked through overall contract performance with Office Equipment. Using Agency to report any incidents with supportive detail.													
INCIDENT REPORTING										Comments:			
# of major incidents reported (#)													
										Comments:			
Reviewed by: Agency Representative				Date		Submitted by: Office Equipment			Date				

Service Level Chart

#	Service Level Agreement	Performance Standard	Performance Target	Description	Calculation	Frequency of Review
1	Complete and Timely Reports	100 %	100%	Contractor must submit reports to State or provide a means to access reports	Number of reports provided on time/ number of reports requested	Quarterly
2	Consistent and Reliable Service	100 %	100 % with a minimum rating of Meets Expectations	Is the Contractor providing consistent and reliable service?	Based on Rating Scale	Quarterly
3	Responsiveness	100 %	100 % with a minimum rating of Meets Expectations	Is the Contractor responsive to your agency's needs/concerns?	Based on Rating Scale	Quarterly
4	Equipment Up-Time	95%	95%	What is the average equipment up-time across the fleet?	Average machine uptime percentage over the entire fleet by quarter	Quarterly
5	Timeliness of Service Call Response	Within 4 hours	Within 4 hours	Is the Contractor timely in providing service in response to service calls?	Average of response time for service calls by Quarter	Quarterly
6	Timeliness of Delivery/Install	Within 3 weeks from Booked Order	Within 3 weeks from Booked Order	Is the Contractor timely in providing delivery/install services?	Average of monthly fulfillment days for received POs for non-rush orders by Quarter	Quarterly
7	Timeliness of Delivery/Install – Rush Orders	Within 5 days from Booked Order	Within 5 days from Booked Order	Is the Contractor timely in providing delivery/install services on rush orders?	Average of monthly fulfillment days for received POs for rush orders by Quarter	Quarterly
8	Pricing Accuracy	100%	100 % with a minimum rating of Meets Expectations	Is the information provided in the punch-out and website accurate?	Based on Rating Scale	Quarterly
9	Invoice Accuracy	100 %	100 % with a minimum rating of Meets Expectations	Does the Contractor provide accurate invoices?	Based on Rating Scale	Quarterly
10	Invoice Correction Turnaround	100 %	100 % with a minimum rating of Meets Expectations	Does the Contractor provide corrected invoices in a timely manner?	Based on Rating Scale	Quarterly

11	Professionalism	100%	100% with a minimum rating of Meets Expectations	Does the Contract display a high level of professionalism?	Based on Rating Scale	Quarterly
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Exhibit D – Performance Metrics

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

*Definition: A **performance metric** is a measure of an organization's activities and performance. Performance metrics should support a range of stakeholder needs from customers, shareholders to employees. A metric will include A. Critical Process/Customer Requirement, B. Developmental measurements, C. Targets which the results can be scored against, and D. An actionable remedy if the metric is not met within an agreed upon timeline. The targeted metric deliverables were developed as a result of Exhibit C, Service Level Agreements. The metrics are set up as follows:*

Metric #: Metric Title

- A. Identification of: Critical Process/Customer Requirements.*
- B. Identification of: Developmental measurement.*
- C. Identification of: Targets which the results can be scored against.*

The Contractor shall capture these metrics as designed, and any additional metric presented from the State over the life of the contract. In doing so, the Contractor shall facilitate and monitor the performance of all Service Level Agreements identified in **Exhibit C**. The Contractor shall tabulate the actual Service Level Agreements outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information. The Contractor shall be allowed a ninety days (90) day grace period during the implementation phase of the contract to ramp up services, without scoring on the performance metrics. The Service Levels shown in this contract are still to be followed during the initial implementation phase of the contract, but will not be scored.

In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet the standards contained in the Service Level Agreements shown in **Exhibit C**, or fails to meet any performance standard of a performance metric, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP), or invoke the Termination for Default clause.

The State has the discretion to accept multiple Corrective Action Plans, over the life of the contract, if deemed appropriate.

If the State elects to request a Corrective Action Plan, the Contractor shall have (5) business days to provide the Corrective Action Plan detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. Upon Corrective Action Plan receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State.

If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$2,500 from the Contractor in the form of a check with the supportive reporting model. At any point, the State has the right to invoke the Termination for Default clause.

Additionally, if the Contractor fails to meet the standards that have a credit associated with them, they will first be asked to provide a Corrective Action Plan and if Contractor fails to meet the standard in any future quarter they will provide the stated credit as required.

Due to the global pandemic, both parties acknowledge there are impacts to the supply chain for many components required in the items the State will lease and/or purchase, therefore making the SLAs related to delivery challenging to meet for a period of time. A three (3) month grace period shall be applied to Delivery SLA 6 & 7 for the initial 3 month period of the Contract. The Contractor shall work with the agencies and provide continued communication on any delayed equipment and/or supplies, proposing in stock alternatives when appropriate. Accordingly, the parties agree to re-evaluate pandemic related supply chain issues on a quarterly basis to analyze the impact of the pandemic on delivery. If the Contractor is able to document pandemic related issues are continuing to impact their ability to meet the SLAs, the State will extend the grace period an additional 3 months. Such additional grace will not be unreasonably withheld by the State. As the impacts subside, delivery SLAs shall return to the agreed upon timeframes.

The performance metrics are as follows:

Metric #1: Complete and Timely Reports

- A. Contractor must submit complete reports to the State in a timely fashion or provide a means for the State to access reports when necessary. Quarterly reports must be provided by the fifteenth (20th) day following the quarter end. Ad hoc reports must be provided within five (5) business days of request unless otherwise specified or mutually agreed upon.
- B. The Contractor shall monitor and report on a quarterly basis the number of reports provided on-time as a proportion of the total number of reports requested against the performance standard.
 - Performance Standard: 100% of reports provided on-time
- C. The target: 100% of reports provided on-time

Metric #2: Consistent and Reliable Service

- A. The Contractor should strive to provide consistent and reliable service according to the scope of this contract. (Answering question: Is <Contractor Name> providing consistent and reliable service?)
- B. The Contractor shall conduct quarterly or semi-annual surveys with key agency associates. These surveys will have a scale range from 1 to 7 as follows:
 - 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations
- C. The target: 100% of responses with a minimum rating of 4=Meets Expectations

Metric #3: Responsiveness

- A. The Contractor should strive to be responsive to the State's general needs and concerns on the contract as well as the general scope of procured products and services. (Answering question: Is <Contractor's Name> responsive to your agency's needs/concerns?)
- B. The Contractor shall conduct quarterly or semi-annual surveys with key agency associates. These surveys will have a scale range from 1 to 7 as follows:
 - a. 1=Never Meets Expectations

- b. 2= Rarely Meets Expectation
- c. 3=Sometimes Meets Expectations
- d. 4=Meets Expectations
- e. 5=Sometimes Exceeds Expectations
- f. 6=Frequently Exceeds Expectations
- g. 7=Always Exceeds Expectations

C. The target: 100% of responses with a minimum rating of 4=Meets Expectations

Metric #4: Equipment Up-Time

- A. Subject to the duration of the Contractor's maintenance agreement on all equipment provided, whether leased or acquired by outright purchase with maintenance purchased following the warranty, the Contract shall maintain each piece of equipment to operate at a level equal to at least ninety-five (95%) percent of the number of operational business hours for the given month. Operational business hours are 7:00am to 5:00pm Monday thru Friday (Weekend hours for selected service agreements captured separately).
- B. The Contractor shall monitor and report on a quarterly basis the metric based on the average Equipment Uptime percentage over the entire fleet in the preceding quarter according to the performance standard.
 - Performance Standard: At least 95.0%
- C. The target: At least 95.0%
- D. If the average equipment uptime percentage is less than 95.0% for any quarter, the Contractor shall provide a credit to the State of \$2,000 in the form of a check with the supporting data.

Metric #5: Timeliness of Service Call Response

- A. Contractor shall respond to Service Calls within four (4) hours. Service response time, is defined by when the customer/agency places the service call (via phone, online, etc. whatever method agreed upon) to when the technician arrives to fix the issue. Business Hours are defined at 8:00am-5:00pm EST.
- B. The Contractor shall monitor and report on a quarterly basis the metric based on the average service call response time for the preceding quarter according to the performance standard.
 - Performance Standard: Within four (4) hours for urban areas
 - Performance Standard: Within eight (8) hours for rural areas
- C. The target: Within four (4) hours
- D. If the average service response time for calls over any quarter is longer than 4.0 business hours, then the Contractor shall provide a credit to the State of \$2,000 in the form of a check with the supporting data.

Metric #6: Timeliness of Delivery/Install

- A. Contractor shall deliver and install devices within three (3) weeks of order booking in contractor system. The Contractor is required to fully install all hardware and software for all networked digital machines at no additional cost.

- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the average delivery and installation times for non-rush orders during the preceding quarter according to the performance standard.
 - Performance Standard: Within three (3) weeks of order booking in contractor system
- C. The target: Within three (3) weeks of order booking in contractor system
- D. If the average order fulfillment for non-rush orders is more than three (3) weeks, the Contractor shall provide a credit to the State of \$2,000 in the form of a check with the supporting data.

Metric #7: Timeliness of Delivery/Install (Rush Orders)

- A. Contractor shall deliver and install devices within five (5) days of receipt of a Purchase Order (PO) under the Rush Order timeframe, subject to equipment availability. The Contractor is required to fully install all hardware and software for all networked digital machines at no additional cost. Machines must be installed within twenty-four (24) hours of delivery, unless otherwise agreed to by the Contractor and Purchaser.
- B. The Contractor shall monitor and report on a quarterly basis the metric based on the average delivery and installation times for Rush Orders by month according to the performance standard.
 - Performance Standard: Within five (5) weeks of PO receipt
- C. The target: Within five (5) days of PO receipt

Metric #8: Pricing Accuracy

- A. Contractor shall ensure compliance on metric regarding percentage where pricing must be accurate as reflected in Exhibit A-Market Basket Pricing Exhibits
- B. The Contractor shall monitor and report on a Quarterly basis the metric based from providing a reporting model to reflect invoiced price less the Contract Pricing Model referenced in Exhibit A. Invoice documentation to be provided for validation purposes.
 - a. Performance Standard: 100.0%
- C. The target: 100.0%

Metric #9: Invoice Accuracy

- A. Contractor shall submit accurate invoices in a timely fashion. (Answering question: Does <Contractor name> provide accurate invoices?)
- B. The Contractor shall conduct quarterly or semi-annual surveys with key agency associates. These surveys will have a scale range from 1 to 7 as follows:
 - a. 1=Never Meets Expectations
 - b. 2= Rarely Meets Expectation
 - c. 3=Sometimes Meets Expectations
 - d. 4=Meets Expectations
 - e. 5=Sometimes Exceeds Expectations
 - f. 6=Frequently Exceeds Expectations
 - g. 7=Always Exceeds Expectations.

C. The target: 100% of responses with a minimum rating of 4=Meets Expectations

Metric #10: Invoice Correction Turnaround

A. Contractor shall ensure compliance on metric regarding the invoice correction turnaround is provided (1) Business Day from error identified for 100.0% of invoice corrections. Invoices must be accurate. The accuracy of the information provided on the using entity invoice.

B. The Contractor shall monitor and report on a Quarterly basis the metric to Provide reporting model to reflect using entity notification date of invoice error less the date from Contractor supplying corrected invoice. Before and After Invoice documentation to be provided for validation purposes.

- Performance Standard: 100% of invoices corrected within (1) Business Day from error identified

C. The target: 100% of invoices corrected within same Business Day from error identified

Metric #11: Professionalism

A. Professionalism of employees (Answering question: How would you rate the professionalism of the employees at VENDOR?)

B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. Performance Standard: 100% of returned responses with a minimum rating of 4=Meets Expectations.