



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 3, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to **retroactively** amend an existing contract (Contract #8003148) with Toshiba America Business Solutions, Inc., (VC#280905), Lake Forest, CA, for multifunction devices and managed print services by extending the completion date from September 30, 2025, to September 30, 2026, with no change to the price limitation of \$1,000,000.00 effective upon Governor and Executive Council approval. The original contract was approved by the Commissioner of the Department of Administrative Services on October 12, 2022.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract was approved by the Commissioner of the Department of Administrative Services on October 12, 2022.

The contract amendment is **retroactive** due to the expiration date of September 30, 2025.

The State of NH currently has three (3) contracts for multifunction devices and managed print services. These contracts provide all State agencies with a diverse product range that can be tailored to the agency's needs. These contracts include pricing for the most popular categories of printers and copiers while requiring each contractor to furnish the agency with a complete assessment of needs and a proposal of equipment required.

This request is to extend Toshiba America Business Solutions, Inc.'s multifunction devices and managed print services contract for an additional year under the existing contract terms, conditions, and pricing. The Bureau of Purchase and Property researched the market and found most industry publications expect tariffs to add 8-15% to prices in 2025. The National Association of State Procurement Officials (NASPO) has received increases from the three manufacturers represented by the State contracts ranging from 6% to 11%, with Toshiba implementing a 6% increase on August 1, 2025, to their NASPO portfolio pricing. In reviewing

Toshiba America Business Solutions, Inc.'s State contract pricing with NASPO's contract pricing, we have found the State's current contract pricing favorable.

Contract financials	
Current limitation	\$1,000,000.00
Current limitation remaining balance	\$702,225.15
One year amendment	\$99,258.28
New price limitation (no change)	\$1,000,000.00

The Department of Administrative Services has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. The Department of Administrative Services also requested and received approval from the Commissioner of Department of Information Technology, DoIT No. 2023-040A. Documents supporting these assertions are available at the agency, for review upon request.

Based on the foregoing, I am respectfully recommending approval of the **retroactive** contract amendment with Toshiba America Business Solutions, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



**FIRST AMENDMENT TO THE CONTRACT BETWEEN
TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR MULTIFUNCTION DEVICES AND MANAGED PRINT SERVICES
CONTRACT # 8003148**

This First Amendment (hereinafter referred to as the "Amendment"), is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Toshiba America Business Solutions, Inc. hereinafter referred to as "the Contractor") for Multifunction Devices and Managed Print Services.

WHEREAS, pursuant to an agreement effective December 12, 2022, and set to expire September 30, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain supply and maintenance of multifunction devices and managed print services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 September 30, 2026
2. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on December 12, 2022, shall remain in full force and effect.

TOSHIBA AMERICA BUSINESS SOLUTIONS,
INC.

By: *Michael Torcaso*
Michael Torcaso
(Print Name)

Title: Sr. VP and CFO

Date: 8/28/25

STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 9-9-25

OFFICE OF THE ATTORNEY GENERAL

By: *Christen Lavers*
Christen Lavers
(Print Name)

Title: Sr. Assistant Attorney General

Date: 9/24/25

The foregoing contract was approved by the
Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 624282

Certificate Number: 0007266517



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of August A.D. 2025.

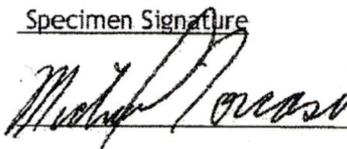
A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF INCUMBENCY AND CORPORATE AUTHORITY

The undersigned T. Jason White, an officer of Toshiba America Business Solutions, Inc., a California corporation, (hereinafter "Corporation"), hereby certifies as follows:

1. That he is the duly elected qualified and Secretary of the Corporation and is charged with maintaining the records, minutes and seal of the Corporation.
2. That pursuant to the Corporation's By-Laws, as amended, the following named person has been properly designated and appointed to the office indicated below, that said person continues to hold such office at this time, and the signature set forth opposite the name is a genuine signature.

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
<u>Michael Torcaso</u>	<u>SR. VP, CFO, TABS</u>	

3. That pursuant to the Corporation's By-Laws, as amended, and certain resolutions adopted by the Corporation's Board of Directors, the officer described above has been given sufficient authority to act on behalf of and to bind the Corporation and that upon execution will constitute a legally binding and enforceable obligation of the Corporation.

4. That pursuant to the Corporation's By-Laws, as amended, the undersigned has the power and authority to execute this certificate on behalf of the Corporation and that he has so executed this certificate and set the seal of the Corporation this 28th day of August, 2025.

For: Toshiba America Business Solutions, Inc.

By: 

Name: T. Jason White

Title: CAO, General Counsel and Secretary



STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: October 10, 2022

CONTRACT FOR: Multifunction Devices and Managed Print Services

CONTRACT #: 8003148

COMMODITY/NIGP CODE: 600-72

CONTRACTOR: Toshiba America Business Solutions, Inc. VENDOR CODE #: 280905

SUBMITTED FOR ACCEPTANCE BY:

Digitally signed by Jonah
Rosa
Date: 2022.10.10
13:33:23 -04'00'

Jonah Rosa

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

COLIN S. CAPELLE, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services, ou=Bureau of
Purchase and Property,
email=Mathew.T.Stanton@das.nh.gov, c=US
Date: 2022.10.10 15:35:18 -04'00'

MATHEW T. STANTON, DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Dept
Administrative Services, ou=Div
Procurement & Support Services,
email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.10.10 15:45:22 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10-12-22

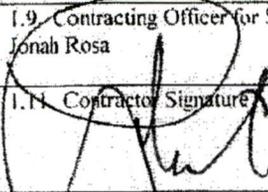
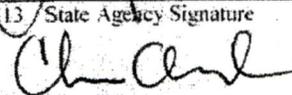
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

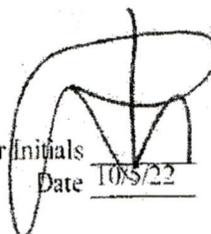
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Toshiba America Business Solutions, Inc.		1.4 Contractor Address 25530 Commercentre Drive Lake Forest, CA 92630	
1.5 Contractor Phone Number 603-263-9044 (primary) 516-551-5340	1.6 Account Number Various	1.7 Completion Date 9/30/2025	1.8 Price Limitation \$1,000,000.00
1.9 Contracting Officer for State Agency Jonah Rosa		1.10 State Agency Telephone Number (603) 271-2550	
1.11 Contractor Signature  Date: 10/5/22		1.12 Name and Title of Contractor Signatory Larry White, President and CEO	
1.13 State Agency Signature  Date: 10/12/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 10/5/22

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

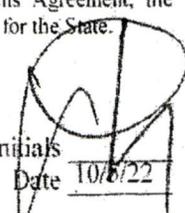
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

Contractor Initials

Date 10/8/22

A handwritten signature in black ink is written over a rectangular stamp. The stamp contains the text "Contractor Initials" and "Date 10/8/22". The signature is a stylized, cursive name that appears to be "M. J. [unclear]".

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

Contractor Initials

Date 10/5/22

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials
Date 10/5/22

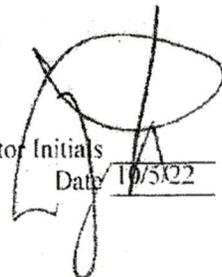
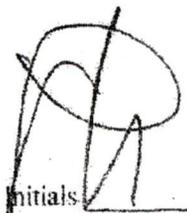
A large, stylized handwritten signature is written over the printed text for Contractor Initials and Date. The signature is written in black ink and appears to be a cursive or semi-cursive name. The date '10/5/22' is printed in a small box to the right of the signature.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions.


Contractor Initials _____
Date 10/5/22

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Toshiba America Business Solutions, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Multifunction Device and Managed Print Services in accordance with the bid submission in response to State Request for Bid 2581-22 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2581-22
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2581-22," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence October 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

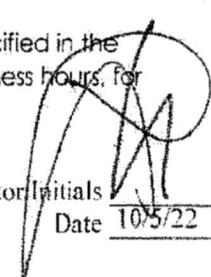
The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

4. SCOPE OF WORK

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein. The agreement resulting from this solicitation shall result in two major categories. 1.) The rental and continuous maintenance of equipment. 2.) The assessment of current environment and recommendation for right sizing fleet maximizing managed print services.

CUSTOMER SUPPORT SERVICES:

The successful Vendor(s) shall provide sales support for the items and equipment specified in the contract. The Vendor shall have a central contact point, available during State business hours, for resolving customer support problems.

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<p>Contractor to terminate the employment of any employee replaced under the terms of this SOW. employee to be unsatisfactory for any reason. It is understood that this provision in no way requires Replace an account team member immediately if END USER determines the performance of professionalism</p> <p>• Provide a dedicated account management team, including a dedicated 800 number and email address, to support and ensure END USER's interests are being met with uncompromising integrity and according to this SOW</p> <p>• All Contractor's Personnel assigned to STATE AGENCY/END USER's account must be trained to deliver customer service expectations and be certified to service the Equipment in END USER's fleet</p>
<p>CONTRACTOR ACCOUNT MANAGEMENT TEAM</p> <ul style="list-style-type: none"> • Maintain the Equipment to proper working order • Identify and implement new and improved methods to reduce and contain total cost of ownership • Meet all deliverables on-time and in full • Intuitive user interface on all Equipment
<p>KEY OBJECTIVES</p> <p>Contractor agrees to provide Maintenance Services to maintain utilizing END USER's entire Equipment fleet, both legacy and new equipment, to ensure Equipment is in proper working order at all times based on the expectations and requirements outlined herein.</p>
<p>PROGRAM OVERVIEW / BACKGROUND</p>

STATE AGENCY/END USER QUESTIONNAIRE:
The successful Vendor(s) shall create and provide a document set providing guidance and soliciting
information required to effectively review the current agency environment. This document should serve
as the baseline for onsite review of the needs for any state agency or agencies.

SITE ASSESSMENT:
The successful Vendor(s) shall be required to perform a comprehensive site assessment upon request for
equipment update/replacement. It is the expectation of the State that this evaluation allow for detailed
analysis of daily operational needs associated with printing, scanning, security, document
management, and all aspect associated with managed print services. The Vendor is encouraged to
provide recommendations allowing the "right sizing" of the current environment offering
recommendations for cost savings, administrative cost avoidance, and overall improvement of
operational efficiencies tailored to the unique end users.

- Post-Sales Support shall include but is not limited to:
- a) Delivery Information
 - b) Product Return
 - c) Invoice/Billing Issues
 - d) Training on equipment and products when requested
 - e) Facilitate Resolution of Product Problems
- Pre-Sales Support shall include, but is not limited to:
- a) Product Quotes
 - b) Product Research
 - c) Product Recommendation
 - d) Product Specifications
 - e) Assistance to State Agencies in finding products that best meet their needs.

Contractor is ultimately responsible for the hiring of END USER's Account Manager, but END USER reserves the right to be an active partner in choosing the right candidate

Key Role	Key Responsibilities
Account Manager	<ul style="list-style-type: none"> Serve as the single point of contact (SPOC) for STATE AGENCY's account Proactively manage and deliver all expectations outlined in this SOW Proactively monitor and manage all Equipment to ensure: STATE AGENCY Locations have an adequate supply of toner on hand PM is being performed to prevent unscheduled Service calls Receive, respond to & schedule Services for all incoming Equipment service calls from END USER Locations Provide all reporting required by END USER to track/report on Contractor performance Coordinate any Equipment moves as necessary Ensure END USER account is staffed appropriately to consistently meet all SLAs and KPIs
Implementation Manager	<ul style="list-style-type: none"> Plans and manages the entire implementation process, driving accountability to the plan and proactively addressing any issues that will delay any step until END USER determines program is stable, running smoothly and fully transitioned to the Account Manager
Technicians	<ul style="list-style-type: none"> Responds to all day-to-day Service requirements Consistently meets all Service Level Agreements under this SOW Provide all Services during standard Business Hours

END USER ACCOUNT MANAGEMENT TEAM

Key Role	Key Responsibilities
Fleet Manager	<ul style="list-style-type: none"> Holistic responsibility for the Project / Service Decision on when to replace Equipment at each Location and the Equipment type Processes all Orders for Equipment

MINIMUM EQUIPMENT SPECIFICATIONS

All Equipment must have the following basic functionality and must be new. Rebuilt or refurbished Equipment is not acceptable. Equipment must be currently manufactured and consistent with recommended volumes per the manufacturers stated performance. If a model quoted ceases to be available during the life of the Agreement, Vendor and END USER will mutually agree on a substitute for additional or replacement Equipment.

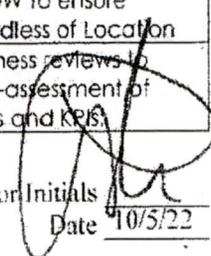
Equipment Type	A3	A4	A5
Minimum Copy Resolution	600 x 600	600 x 600	600 x 600
Minimum System Memory	3 GB	1 GB	4 GB
Max output size	11 x 17	8 1/2 x 11	13 x 51.2
Trays	2	2	3
PaperTray Capacity	1200	900	1650
Print Speed	25	40	80 ipm
Power Requirements	120/15a	120/15a	SP208v
Software	Enterprise Management Console		Fiery

TECHNOLOGY REQUIREMENTS

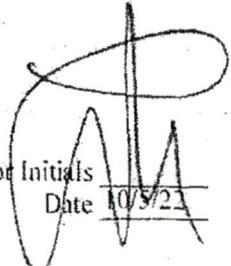
Contractor shall provide the following, at no additional cost to END USER upon execution of this SOW, or at any time throughout the Term as END USER determines best fits their needs:

- Integrate with END USER's existing IT ticketing system if requested by END USER IT;
- Managed IT Services to help with Equipment functionality and reporting as well as handle network connectivity issues;
- Electronic ticketing system for Service calls and problem escalation;
- Customized Service request website;
- Software, which must provide remote management that can monitor END USER's Equipment toner percentages; Update the Equipment firmware and software with Upgrades
- Remotely manage the address book and Equipment configuration
- Restrict user access by the use of security codes
- Provide scan functionality to send document to desktop, e-mail, network repository (private or public cloud); workflow application should be included in base software
- Store all network community e-mail addresses to reside at the device, retrievable and editable only by an authorized network administrator for updating and revision
- Customized sustainability practices such as toner recycling, dismemberment of copiers and toner waste bottle disposal
- Device shall be located in secure area accessible to appropriate personnel only
- All unused physical ports such as USB, Serial, and Parallel ports must be disabled
- Administrative panel on device must be secure by pin or password
- Retain configuration status in case of power loss. Device does not reset back to default settings in case of power outage
- Default passwords changed and provided to appropriate IT personnel
- If device contains Hard Drive encryption must be enabled
- Hard Drive must be secure, locked in place or chassis is locked
- Vendor needs to configure scan devices to delete data in cache, memory, and disk based on NIST 800-88 standards automatically
- When device is replace or removed, vendor must ensure data in cache, memory, and disk are deleted to NIST 800-88 standards
- Ensure firmware is updated within 60 days of manufacturer publishing firmware revisions. Critical updates less than 30 days
- Static IP Address only
- Static DNS Server addresses
- Admin access restricted to limited ip ranges
- Disable all bootstrap protocols, DHCP, BOOTP, and PXE
- Disable all unused protocols. IPv6, Appletalk, IPX/SPX
- Disable Universal Plug and Play
- Disable all unused ports and services. FTP, Telnet, TFTP, RSH, SNMP, and unused SMTP, and HTTP services. SNMPv3 may be used via secure methods
- Restrict Print Services Ports. Normally only TCP/9100 & TCP/515
- Disable all wireless interfaces, this include RFID and Bluetooth technologies. Wireless printing should require and exception to policy
- Use only secure management protocols. Use HTTPS over latest TLS version. SSL, TLSv1.0 and v1.1 not allowed
- Provide a secure printing option that permits users to release print jobs at the device
- Accept jobs only from authorized spoolers and users
- Change default passwords
- Rename default accounts
- Enable, Print spooler access, print job, print to fax, print to email, and print to share logging
- Send all logs to central logging server

	<ul style="list-style-type: none"> • Monitor Contractor's compliance with implementation plan requirements • Resolve any END USER created issues or obstacles • Review, approve or reject report templates proposed by Vendor that will be used during the course of ongoing business • Keep all stakeholders informed of the project plan, status, issues and resolutions • Identify END USER employees that will need access to Contractor's portal 	<ul style="list-style-type: none"> • Proposed timeline identifying key deliverables and critical path milestones; • Proposed Equipment replacement schedule that captures, at a minimum: current Equipment, replacement Equipment and proposed replacement date by END USER Location; • A call out and identification of any unique electrical or network requirements that are needed for the replacement Equipment; • Clearly documented procedure showing all the steps to transition Services from the current Contractor; • Risk mitigation plan Vendor will follow should there be a problem in any area of installation or maintenance transition; • Action Plan for tracking and reporting metrics for the installation process and maintenance reporting as well as on-going meter read collecting for each piece of equipment. • Request any additional information needed to finalize the implementation project plan • Route all END USER Service requests through centralized and consistent customer service delivery by calling 1-800-727-4264 or emailing tbsne.service@tbs.toshiba.com or via the website at https://tbs.toshiba.com/tbs/service/ • Keep all stakeholders informed of the project plan, status, issues and resolutions • Define end-to-end operational process, quality control, communication protocol and issue resolution and escalation procedures
Training	<ul style="list-style-type: none"> • Support Contractor in developing training for END USER employees at the NSC and at all Locations • Review and approve all training and process documentation • Coordinate schedules for END USER employees to participate in Contractor led training • Ensure all employees involved in the program understand the process documentation and adhere to program requirements 	<ul style="list-style-type: none"> • Develop and provide any process/training documentation on Equipment use, requesting service, etc. for END USER employees • Maintain and update documentation as changes and/or improvements are made • Facilitate training calls and provide assistance when required including demonstration of any system, online portal or training guides • Train all Technicians on the expectations contained within this SOW to ensure consistent Service regardless of Location
Program Management	<ul style="list-style-type: none"> • Update Location list as changes take place, either new openings, closures or acquisitions as they happen 	<ul style="list-style-type: none"> • Facilitate quarterly business reviews to review Contractor's self-assessment of performance on all SLAs and KRIS

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	<ul style="list-style-type: none"> Attend and participate in Contractor led performance reviews Provide feedback on Contractor program management, overall compliance with Service requirements and problems / opportunities for improvement Review Contractor recommendations for fleet right-sizing and program optimization 	<ul style="list-style-type: none"> program quality and overall value; and discuss any Vendor recommended program enhancements. Reviews may be in person or remote by teleconference. Evaluate and perform an annual, or as requested, efficiency study and analysis of END USER's program to determine (i) if the fleet is right-sized based and (ii) if the program performing at optimal levels, at no additional cost to END USER Anticipate and proactively resolve issues before they arise Monitor Equipment and Technician performance to ensure all Key Performance Indicators and Service Level Agreements are being met Proactively identify opportunities for program optimization that will improve the customer experience while reducing the total cost of ownership
Reporting Requirements	<ul style="list-style-type: none"> Review reports to monitor Contractor performance in meeting the expectations outlined in this SOW Request additional reports as needed 	<ul style="list-style-type: none"> Work with END USER to recommend and ensure all pertinent metrics are captured in a standard monthly Equipment suite of reports House all information, data, logs and reports for a period of at least five (5) years after the expiration or termination of this SOW
Invoicing	<ul style="list-style-type: none"> Audit invoices to verify pricing and terms match the Agreement Process invoices for payment Support Vendor in their effort to work through any invoice issues as needed 	<ul style="list-style-type: none"> Submit an accurate monthly consolidated invoice itemized by Location for all Services that are being performed for installed Equipment under this SOW to include the following: <ul style="list-style-type: none"> Location information (Center number, address, cost center) Equipment make/model/serial number Billing Period Monthly mono click count, rate, total cost Monthly color click count, rate, total cost Total combined click count and cost Total applicable taxes Total amount due Vendor name and Remit to Address
Communicate any error or discrepancy with an Order	An Order for Equipment is placed by END USER and is not complete and accurate pertaining to the Equipment make, model or pricing.	Within one (1) business day of Order receipt

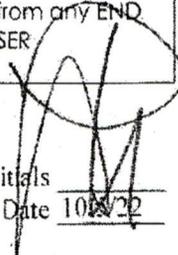
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MAINTENANCE SERVICES SERVICE REQUIREMENTS: Roles and Responsibilities		
Requirement:	END USER shall:	Contractor shall:
Proactive Toner Push	<ul style="list-style-type: none"> Request the Toner Push program be turned on and/or off 	<ul style="list-style-type: none"> Proactively monitor installed Equipment toner levels at each Location to ensure toner is on-hand at the Location prior to the Equipment running out Contact the Center staff to confirm toner inventory levels prior to placing toner orders when Equipment toner reaches ten percent (10%) left and ship to the Location Track and report all toner shipments
Software Monitoring	<ul style="list-style-type: none"> Install Updates as needed Test Software, and any Updates, to ensure any software will not interfere with software already loaded on the END USER existing hardware such as computers and tablets Approve any work-around, patch, fix or Upgrade prior to Vendor implementing the solution 	<ul style="list-style-type: none"> Notify END USER IT and Fleet Manager concerning any known defects in the Software or Documentation as such defects become known Provide END USER IT and Fleet Manager with problem resolution for defects in accordance with the service priorities and effort standards Promptly correct any such defects, or develop a work-around, patch or other fix Provide remote technical assistance and consultation for general help in the use of the Software during Business Hours Make available to END USER, at no additional cost, all parts, labor, materials, tools, transportation and any other related costs or fees associated with servicing the Equipment, firmware and Software Updates or engineering changes for the Equipment, along with materials describing the purpose and function of the Updates Provide revised Documentation, in the same amount and media as originally provided, to correspond to any changes to the Equipment Provide written instructions and assistance to IT, if they are installing the Update, ensuring complete and successful installation of the Update Use best efforts to develop and make available to IT through Updates, all modifications and revisions required to enable all Equipment to operate in conjunction with any new releases of the Equipment, operating systems, software or middleware used by END USER on such terms and conditions as the parties may agree Provide IT access to test Software, and any Updates
Preventative / Scheduled Maintenance (PM)	<ul style="list-style-type: none"> Communicate END USER seasonality Coordinate with Vendor to initiate PM schedule requests to ensure Equipment is serviced prior to break down or failure 	<ul style="list-style-type: none"> Be cognitive of END USER seasonality such as Back To School, Summer Programs, etc. in scheduling PM Ensure that Equipment is maintained according to manufacturer guidelines for all PM by actively scheduling all PM Service as needed around the Locations schedule

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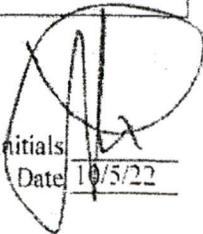
MAINTENANCE SERVICES SERVICE REQUIREMENTS: Roles and Responsibilities		
Requirement:	END USER shall:	Contractor shall:
	<ul style="list-style-type: none"> • Ensure Vendor has free and clear access to the Equipment to perform the Services 	<ul style="list-style-type: none"> • Proactively monitor Equipment performance to ensure Equipment Uptime levels are consistently maintained to prevent unscheduled Service Calls • Proactively call and schedule PM visits directly with the Location contact • Replace worn components before they fail • Call the Location directly to resolve error codes or maintenance issues that can be resolved or troubleshot over the phone
Unscheduled Maintenance Service Calls ("Unscheduled")	<ul style="list-style-type: none"> • Place Service calls via dedicated 800 number or email 	<ul style="list-style-type: none"> • Receive, respond to & resolve Service requests per the Service Level Agreements • Call the Location who submitted the Service request within four (4) hours and schedule an on-site Service call per the Service Level Requirements outlined in this SLA. For clarification, Technicians will not be allowed to show up at any Location without an appointment • Perform routine PM Services during other Service calls where possible • Require the Technician to obtain Location staff signature on a Vendor provided work order form to verify the work requested is complete and the Equipment is functioning properly. Form will include the work completed, the date and time of Technician arrival and the date and time of the Services were complete
Continuing Repairs		<ul style="list-style-type: none"> • Open a ticket with the Equipment manufacturer if Technician is unable to resolve the problem within four (4) Business Hours or has worked on the same Equipment twice for the same problem within a two (2) month period • Perform all remedies that the Equipment manufacturer suggests as soon as possible • Install any parts as needed • Report results to the Fleet Manager for further diagnosing if the problem is not resolved • Provide a Loaner if the original Equipment cannot be fixed within fifteen (15) Business Days of the original service request date, as noted on Page 26.

EQUIPMENT SERVICE REQUIREMENTS: Roles and Responsibilities		
Requirement:	END USER shall:	Contractor shall:
Equipment Orders		<ul style="list-style-type: none"> • Process Orders issued • Not accept any Equipment Orders from any END USER department other than END USER Procurement (Graphic Services).

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EQUIPMENT SERVICE REQUIREMENTS: Roles and Responsibilities

Requirement:	END USER shall:	Contractor shall:
Equipment Testing	<ul style="list-style-type: none"> Request a demo unit to test the mechanical, electronic & network functionality of any Equipment being recommended to replace the approved Equipment Provide the END USER Location where the Equipment should be installed Communicate to Contractor that Equipment testing is complete and request Equipment pick-up 	<ul style="list-style-type: none"> Review the Order for accuracy of a valid item number, description and price Install Equipment at END USER Location, at no additional cost to END USER, for a period of not less than thirty (30) days. No charge costs include: installation, set-up, training, analyst support, supplies, removal or any other related expenses associated with testing the Equipment Schedule a time for Equipment pick-up to take place within five (5) Business Days of receiving the request for removal
Equipment Delivery and Installation	<ul style="list-style-type: none"> Act as a liaison to provide support, as needed, to the Contractor to ensure a smooth delivery and install of Equipment 	<ul style="list-style-type: none"> Ensure an Order has been issued by END USER prior to scheduling any Equipment for delivery and installation through the form of a Purchase Order from Graphic Services. Coordinate the delivery and installation time and date with END USER IT and Fleet Manager for delivery at the NSC or directly with the Center staff for delivery to an END USER Location, at least forty-eight (48) hours prior to delivery. Delivery time must be within a two (2) hour window during standard Business Hours Deliver the new Equipment to the specified Location within twenty (20) Business Days of Order receipt Perform all inspections and tests necessary to substantiate that the new Equipment confirms to the requirements of this SOW and is functioning properly: copy, print, scan, etc. Immediately resolve any issues found during END USER's inspection of the Equipment Confirm with IT that Equipment is configured to END USER system Train and provide documentation to the Location staff on how to use the Equipment. Documentation should include basic "how to" guides specific to the Equipment and any END USER requirements/processes Remove the old Equipment and return to the leasing company within seven (7) Business Days of removal Erase/overwrite (minimum 3X) the hard drives in each Equipment prior to removing it from a Location at the end of the term

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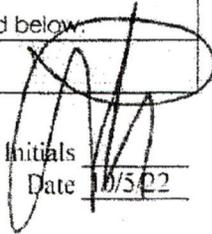
EQUIPMENT SERVICE REQUIREMENTS: Roles and Responsibilities		
Requirement:	END USER shall:	Contractor shall:
		<ul style="list-style-type: none"> Not allow any Equipment to be moved or disconnected without prior authorization from the Fleet Manager Not allow any Location, under any circumstances to be left without properly functioning Equipment
Equipment Moves	<ul style="list-style-type: none"> Submit a request to move Equipment as needed Provide the Location where the Equipment being moved from as well as the Location where the Equipment is being relocated to Approve, and issue an Order for any freight cost for Equipment moves. 	<ul style="list-style-type: none"> Coordinate Equipment moves as requested between the sending Location, receiving Location and freight company including pick up and drop off times Provide a freight quote to the Fleet Manager for any Equipment move request. Contractor shall offer relocation services for up to 10% of the State's fleet. Plan each Equipment move to ensure that no Location is left without working Equipment Track and monitor all Equipment moves, and provide any reporting requested Complete all Equipment moves within 10 (ten) Business Days of request
Equipment Asset Tagging		<ul style="list-style-type: none"> Place a label on each Equipment clearly displaying the following: <ul style="list-style-type: none"> The Equipment serial/asset number Instructions for placing a Service request by calling 1-800-727-4264 or emailing tbsne.service@tbs.toshiba.com or via the website at https://tbs.toshiba.com/tbs/service/
Equipment Loaners	<ul style="list-style-type: none"> Provide access to the Location to remove/install the original Equipment and Loaner 	<ul style="list-style-type: none"> Communicate and coordinate with the Location to deliver and install the Loaner, and remove the original Equipment if there is not sufficient space for the END USER Location to store the Equipment Communicate and coordinate with the Location to deliver and install the original Equipment; and remove the Loaner

EQUIPMENT SERVICE LEVEL AGREEMENTS (SLAs)

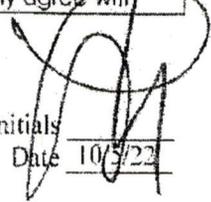
Contractor agrees to provide a "like for like" Equipment loaner or a pre-approved small networkable Device ("Loaner") that will enable the Location to print, copy and scan if the original Equipment cannot be fixed according to the Service Levels below. Loaners should be needed no more than five (5) times per month throughout the END USER's entire Equipment fleet. Installing Loaners should be a LAST RESORT option when all other attempts to fix the original Equipment has failed as installing Loaners and then moving and replacing them with the original Equipment disrupts END USER's operations. Loaners will be provided to END USER at no additional cost. Vendor is responsible for all costs including, but not limited to: shipping to and from Location, packing, installation and removal labor, etc. of both the original Equipment and the Loaner.

Vendor acknowledges and agrees to consistently meet all Service Level Agreements outlined below.

Service Level	Requirement	Service Level Agreement
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Loaner	If Equipment is Down & cannot be fixed, or repaired, within five (5) Business Days of Vendor receipt of the Service call	Contractor shall initiate a Loaner request and have the Loaner installed at the Location within ten (10) Business Days of the original Service request date.
Replacement	Loaner has been installed at a Location more than fifteen (15) Business Days as the original Equipment has not been fixed to proper functionality	Contractor shall replace the original Equipment with a new "like for like" Equipment if a Loaner is required to be in place for more than fifteen (15) days as this means there is a serious issue with the original Equipment. The replacement Equipment will be (1). provided at no additional cost or additional time to END USER; and (2) the new Equipment serial number will replace the original Equipment serial number and the revised agreement will be supplied to END USER.
Replacement Continued...	The MFD/Photocopier requires service for the same malfunction more than four (4) times over a six (6) month period causing the equipment to run at less than 100% capacity each time for two (2) consecutive calendar day, if malfunction occurs MFD/Photocopiers shall be replaced within ten (10) working days at no additional charge with comparable equipment which will perform as specified with a minimum of service requirements. Replacements shall be communicated to DoIT. Unless otherwise jointly agreed upon between End User and Contractor, if the MFD/Photocopier requires service for a different malfunction more than five (5) times in a six (6) month period causing the equipment to run less than 100% capacity each time for two (2) consecutive calendar days, such equipment shall be replaced within ten (10) working days at no addition charge with comparable equipment and communicated to DoIT.	
Cancellation	CONTRACTOR PERFORMANCE: Contractor fails to meet the relevant performance standards on the Equipment for a consecutive period of sixty (60) days. Prior to cancellation, Contractor shall have thirty (30) days to cure any failure to meet the relevant standards. After failure to cure, END USER may request that the Equipment in question be cancelled.	Contractor guarantees that all Equipment acquired through Contractor shall meet performance standards as set forth herein for the term of contract. Should the Equipment fail, END USER will have the ability to cancel any individual Equipment Order for cause without incurring any damages for any of the following reasons: i) Unacceptable Delivery Time; ii) Unacceptable Downtime; iii) Unacceptable Service times and quality of Services; iv) Equipment replacement process does not resolve issues with Equipment; v) Equipment does not operate to END USER's satisfaction and Contractor has not promptly resolved problems or issues; vi) Services are not performed in accordance w/ SOW.
Cancellation Continued	No Fault of Contractor: The END USER will provide a 30-day notice to cancel at will with a charge of not more than three (3) times the normal monthly base rental fee. If unfounded cancellation of equipment is two (2) years or less, the Contractor may mutually agree with	

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	STATE to relocate or install that equipment on an as needed basis and the three (3) month base rental fee will be waived.
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MAINTENANCE SERVICES SERVICE LEVEL AGREEMENTS (SLAs)

Contractor acknowledges and agrees to consistently meet all Service Level Agreements outlined below:

Service Level	Definition	Service Level Requirement
Response Time	Measured from the point at which a Service request is received by Vendor to the time the Vendor responds and connects with the Location	Within four (4) Business Hour
On-site Response Time	Measured from the point at which a Service request is received by Vendor to the time the Vendor dispatches a Technician to be on-site at the Location	Within twenty-four (24) Business Hours
Resolution Time	Measured from the point at which a Service call is received by Vendor to the time the issue is resolved.	Within three (3) Business Days

KEY PERFORMANCE INDICATORS

Contractor acknowledges and agrees to consistently meet and deliver Services in accordance with the Key Performance Indicators outlined below:

Metric	Service Level Requirement	Defined as:
Equipment Uptime Guarantee	95%	Contractor guarantees an average Uptime level of 95% per calendar quarter on all Equipment covered under this SOW. Scheduled PM shall not count against the quarterly Uptime calculations. Uptime shall be calculated as follows: the total Uptime hours less actual Down hours; divided by the total available Uptime hours for the quarter calendar. For example, for example, there are 2,340 working hours in a year, minus 72 holiday hours, divided by four, equals 567 working hours per quarter in a typical quarter. From this number, Contractor shall deduct all countable Down hours for the quarter. The actual Uptime hours will be divided by the total available Uptime hours to arrive at the percentage of Uptime per calendar quarter.

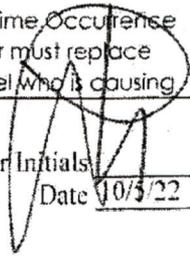
WARRANTIES

Replacement Parts and Supplies	Contractor represents and warrants that Contractor shall: (i) maintain appropriate inventory levels for all Equipment Supplies needed to ensure Equipment is properly functioning at all times and (ii) procure all Supplies as new OEM parts. Without prejudice to any other rights and remedies available to END USER under the Agreement or this SOW, in the event Contractor cannot procure Supplies, Contractor shall replace the Equipment needing servicing with Equipment of substantially similar specifications at no additional cost to END USER.
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	USER. At no time will END USER be responsible for any Equipment or Supply inventory in any way.
Repairs Not Covered	<p>Services do not include the repair of damaged Equipment caused by the following:</p> <ul style="list-style-type: none"> (a) END USER failure to provide a suitable installation environment, including, but not limited to, the failure to provide, adequate electrical power, air-conditioning, or humidity-control; (b) Accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning); transportation, neglect and power transients; (c) END USER use of the Equipment for purposes other than those for which it designed (d) END USER use of incompatible Supplies, excluding paper and staples.
General Warranty	<p>Contractor warrants that it has good and marketable title to all Equipment. Contractor expressly warrants that the Equipment and/or Services furnished under this SOW and any Orders will:</p> <ul style="list-style-type: none"> a) Conform to all specifications and applicable standards (including, without limitation, government and trade standards); b) Be new (unless otherwise expressly stated in writing); c) Be free from latent or patent defects in material or workmanship; d) Conform to any statements made on the containers, labels, advertisements or other specifications for such Goods and/or services; e) Be adequately and correctly contained, packaged, marked and labeled; f) Be merchantable, safe and appropriate for the purpose for which such Goods and/or services are normally used; g) Be fit for a particular purpose if Contractor knows or has reason to know the particular purpose for which the Goods and/or services will be used; h) Conform in all respects to any samples provided by Vendor to END USER and approved in writing by END USER; and i) Not violate any other person's patents, copyrights, trade secrets or other intellectual property rights
Equipment Warranty	Contractor shall warrant the Equipment to proper working order as long as the Equipment is being operated by END USER.

CORRECTIVE ACTION STANDARDS		
NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT OR THIS SOW TO THE CONTRARY, THE PARTIES ACKNOWLEDGE AND AGREE THAT SHOULD CONTRACTOR FAIL TO MEET ITS SERVICE OBLIGATIONS AND PERFORMANCE STANDARDS IN THIS SOW THE CONTRACTOR SHALL BE BOUND BY PROGRESSIVE REMEDIES DEFINED HEREIN.		
Failure Metric	Consequence First Time Occurrence	Continued Failure
Fails to meet ASA	Failure to do so will result in a written warning	Failure will result in Notice of Cure or Default of Contract.
Damage to Location	Contractor shall be financially liable for any and all damage to Locations caused by Contractor	Consequence First Time Occurrence applies; and Vendor must replace Contractor Personnel who is causing

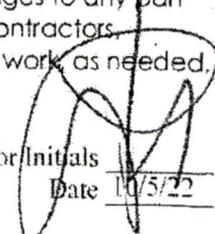
Contractor Initials: 
Date: 10/5/22

CORRECTIVE ACTION STANDARDS		
NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT OR THIS SOW TO THE CONTRARY, THE PARTIES ACKNOWLEDGE AND AGREE THAT SHOULD CONTRACTOR FAIL TO MEET ITS SERVICE OBLIGATIONS AND PERFORMANCE STANDARDS IN THIS SOW THE CONTRACTOR SHALL BE BOUND BY PROGRESSIVE REMEDIES DEFINED HEREIN.		
Failure Metric	Consequence First Time Occurrence	Continued Failure
	Personnel while on-site at a Location or while Equipment is connected to network	the damage if the same employee caused the damage twice
Failure to meet Equipment Uptime Guarantee	Failure to do so will result in a written warning	Failure will result in Notice of Cure or Default of Contract.
Any delay or business interruption of Location operations caused by Vendor not scheduling a visit in advance	Failure to do so will result in a written warning	Failure will result in Notice of Cure or Default of Contract.
Contractor shall clean up after themselves upon leaving Location (food, drinks, and personal belongings are not to left at Location)	Failure to do so will result in a written warning	Failure will result in Notice of Cure or Default of Contract.
Contractor shall keep the installation workspace clean and tidy at all times	Failure to do so will result in a written warning	Failure will result in Notice of Cure or Default of Contract.
Contractor Personnel must keep sharp or small objects out of reach of children at all times when working on Equipment	<ul style="list-style-type: none"> • Failure to do so is grounds for END USER to terminate agreement with no penalty • Contractor shall be responsible for all damages related to child injury 	

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 2:30 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed.

Contractor Initials 
Date 10/5/22

to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. USAGE REPORTING

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Jonah Rosa and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
 - Device location, make, model, serial number
 - Date of installation
 - Number of impressions/clicks
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract

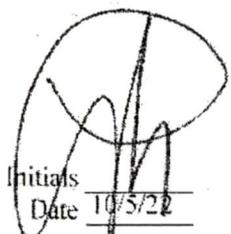
- o A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

ADDITIONAL REPORTING REQUIREMENTS

Contractor shall comply with all reporting requirements that will be identified by END USER. For the avoidance of doubt, all data and reports will be owned by END USER. Any additional/new report development post-implementation will be available to END USER, at no additional cost.

Reports will be in Excel and summarized. Supporting documentation/data used to reach the summary will be included/attached.

Report Name	Included in Report	Frequency	Sent to:
Toner Replacements	<ul style="list-style-type: none"> • Location information • Date toner was shipped 	Monthly	Agency Contact
Loaner Equipment	<ul style="list-style-type: none"> • Location information • Date Service request was submitted by Location • Date Loaner Equipment was installed • Date Loaner Equipment was removed • Final resolution 	Quarterly	Agency Contact & IT
Daily Incident Report	<ul style="list-style-type: none"> • Location information • Equipment make/model/serial number • Detail of all Services performed • Date(s) of Service • Type of Service: PM vs. Unscheduled • On-site response time to each Unscheduled Service request • On-site time spent resolving the issue • Equipment status upon departure • Duration of Equipment malfunction 	Quarterly	Agency Contact & IT
Uptime Report	<ul style="list-style-type: none"> • Location information • Equipment make/model/serial number • Uptime by Equipment • Uptime for the period 	Quarterly	Agency Contact & IT
Equipment Database	<ul style="list-style-type: none"> • Equipment make/model/serial number • Order Number and date • Location information • Install date • Schedule number, install date, accrued months rented and termination cost as of that date • Monthly cost • Total combined cost: monthly cost + click cost 	Monthly	Agency Contact & IT

Contractor Initials 
 Date 10/5/22

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2581-22, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

<https://das.nh.gov/purchasing/vendorregistration/31a0f20v55ghaegis45ipya5i4511/welcome.aspx>

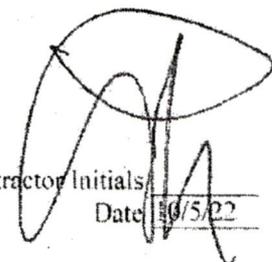
The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials 
Date 10/5/22

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Multifunction Device and Managed Print Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,000,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

PRICING - EQUIPMENT	
1.	Acquisition of Equipment. Contractor agrees to provide END USER with rental equipment and END USER agrees to acquire from Contractor Equipment as set forth hereunder. END USER agrees to pay Contractor the price which is set forth below in accordance with the terms & conditions in the Agreement and herein. END USER authorizes Contractor to insert in the serial numbers of the Equipment when Contractor so determines them.
2.	Fixed Pricing. The pricing and discounts (if applicable) for Equipment, as set forth below, shall be firm for the Term of the Agreement.
3.	Equipment Term. All Equipment will be for an initial term of sixty (60) months
4.	Model Changes. In the event a model of Equipment is discontinued during the Term, any successor model with substantially similar specifications, capabilities and features as the model of Equipment discontinued, shall have the same discount levels or pricing. In case a successor model has additional features and/or improved capabilities or specifications, the pricing of such successor model shall be subject to the written agreement of END USER and Vendor. If END USER wishes to upgrade Equipment to a model with additional functionality, the pricing of such model shall be subject to the same discount levels.

Multi-function Devices:

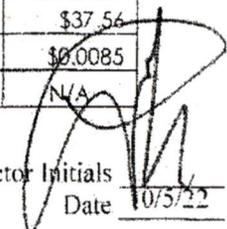
A3 = 11 x 17

Copies Per Minute:	S1 20-30	S1 20-30	S2 31-40	S2 31-40	S3 41-50	S4 51-60
	B&W	B&W/Color	B&W	B&W/Color	B&W	B&W
Monthly Rental:	\$35.88	\$45.45	\$39.48	\$63.40	\$45.45	\$72.97
B&W Cost Per Page:	\$0.0035	\$0.0035	\$0.0035	\$0.0035	\$0.0035	\$0.0035
Color Cost Per Page	N/A	\$0.0350	N/A	\$0.0350	N/A	N/A

A4 = 8-1/2 X 11*

***Up to 8-1/2" x 14"**

Copies Per Minute:	S1 20-30	S1 20-30	S2 31-40	S2 31-40	S3 41-50	S4 51-60
	B&W	B&W/Color	B&W	B&W/Color	B&W	B&W
Monthly Rental:	\$8.38	\$23.92	\$8.38	\$23.92	\$8.38	\$37.56
B&W Cost Per Page:	\$0.0115	\$0.0066	\$0.0115	\$0.0066	\$0.0115	\$0.0085
Color Cost Per Page	N/A	\$0.0366	N/A	\$0.0366	N/A	N/A

Contractor Initials 
Date 10/5/22

Single Function Printers:

Copies Per Minute:	S1 Up to 20	S1 Up to 20	S2 21-40	S2 21-40
	B&W	B&W/Color	B&W	B&W/Color
Monthly Rental:	\$10.38	\$13.23	\$10.38	\$13.23
B&W Cost Per Page:	\$0.0139	\$0.0145	\$0.0139	\$0.0145
Color Cost Per Page	N/A	\$0.0662	N/A	\$0.0662

Staple Cost:

A3	\$67.00
Quantity/Package	15,000

A4	N/A
Quantity/Package	N/A

Relocation Cost:

Flat Fee

Relocation Fee in Same Facility	No Charge
Relocation Fee 10 miles or less	\$50.00
Relocation Fee 11 miles or more	\$100.00

Accessories:

A3	RADF	Scan Station	Platen Cover	Base Cabinet	Add'l Paper Drawer 2x 500	Paper Feed Unit 2500 sheet	Large Capacity Tray 3K	Left Corner Staple	3-Hole Punch	Facsimile Kit	Dual Line Option	Add'l Fax Memory	Network Connectivity Kit	Hard Drive Security Kit	Network Security Kit	New Power Protection
Toshiba1	Included	Included	\$0.30	Included	\$2.83	\$3.46	\$4.19	\$5.99	\$3.86	\$5.14	N/A	N/A	Included	Included	Included	\$2.43
Toshiba2	Included	Included	\$0.30	Included	\$2.83	\$3.46	\$4.19	\$5.99	\$3.86	\$5.14	N/A	N/A	Included	Included	Included	\$2.43
Toshiba2	Included	Included	\$0.30	Included	\$2.83	\$3.46	\$4.19	\$5.99	\$3.86	\$5.14	N/A	N/A	Included	Included	Included	\$2.43
Toshiba3	Included	Included	\$0.30	Included	\$2.83	\$3.46	\$4.19	\$5.99	\$3.86	\$5.14	N/A	N/A	Included	Included	Included	\$2.43
Toshiba4	Included	Included	N/A	N/A	N/A	N/A	\$13.57	\$15.34	\$3.86	\$5.14	N/A	N/A	Included	Included	Included	\$2.45

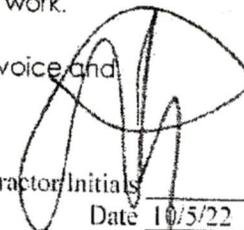
A4	RADF	Scan Station	Platen Cover	Base Cabinet	Add'l Paper Drawer 2x 500	Paper Feed Unit 2500 sheet	Large Capacity Tray 3K	Left Corner Staple	3-Hole Punch	Facsimile Kit	Dual Line Option	Add'l Fax Memory	Network Connectivity Kit	Hard Drive Security Kit	Network Security Kit	New Power Protection
Toshiba1	Included	N/A	N/A	\$3.56	\$1.68	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Included	Included	Included	\$2.14
Toshiba2	Included	N/A	N/A	\$1.34	N/A	\$1.92	\$5.73	\$2.75	N/A	\$3.11	N/A	N/A	Included	Included	Included	\$2.14
Toshiba2	Included	N/A	N/A	\$3.56	\$1.68	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Included	Included	Included	\$2.14
Toshiba2	Included	N/A	N/A	\$1.34	N/A	\$1.92	\$5.73	\$2.75	N/A	\$3.11	N/A	N/A	Included	Included	Included	\$2.14
Toshiba3	Included	N/A	N/A	\$3.56	\$1.68	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Included	Included	Included	\$2.14
Toshiba4	Included	N/A	N/A	\$5.71	\$3.54	N/A	\$8.36	N/A	N/A	N/A	N/A	N/A	Included	Included	Included	\$2.14

All pricing represented in exhibit C is inclusive of managed print services associated with all equipment as defined herein.

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

Contractor Initials 
Date 10/5/22

4. PAYMENT

Payments may be made via P-Card.

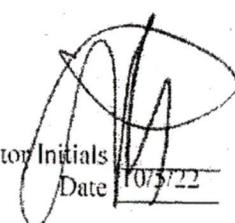
Contractor Initials 
Date 10/3/22

EXHIBIT D

RFB #2581-22 is incorporated here within.

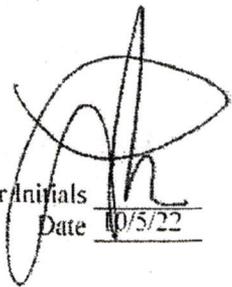
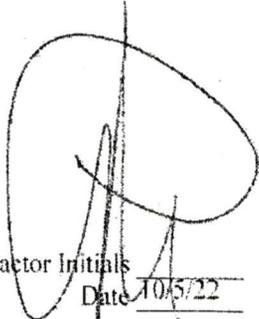
Contractor Initials 
Date 10/5/22

EXHIBIT E

Contractor's bid is incorporated here within

Contractor Initials 
Date 10/5/22



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doiit

Denis Goulet
Commissioner

September 29, 2022

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into three (3) contracts, one each with Toshiba America Business Solutions Inc., Cannon Solutions America Inc., and Connected Office Technologies, as described below and referenced as DoIT No. 2023-040.

The purpose of this request is to enter into three (3) contracts, one each with Toshiba America Business Solutions Inc., Cannon Solutions America Inc., and Connected Office Technologies for the purpose of procuring multifunction device and managed print services.

The price limitation for each contract will be \$1,000,000, effective October 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later and shall continue thereafter for a period of three (3) years.

A copy of this letter must accompany the Department of Administrative Services' above referenced contracts for Commissioner approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-040

cc: Mathew Stanton, Deputy Director, Department of Administrative Services

CERTIFICATE OF INCUMBENCY AND CORPORATE AUTHORITY

The undersigned T. Jason White, an officer of Toshiba America Business Solutions, Inc, a California corporation, (hereinafter "Corporation"), hereby certifies as follows:

1. That he/she is the duly elected qualified and Secretary of the Corporation and is charged with maintaining the records, minutes and seal of the Corporation.
2. That pursuant to the Corporation's By-Laws, as amended, the following named person or persons (either or both of them) have been properly designated and appointed to the office indicated below, that said person or persons continue to hold such office at this time, and the signatures set forth opposite the name(s) are genuine signatures.

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
<u>Larry White</u>	<u>CEO</u>	

3. That pursuant to the Corporation's By-Laws, as amended, and certain resolutions adopted by the Corporation's Board of Directors, the officer(s) described above have/have been given sufficient authority to act on behalf of and to bind the Corporation and will constitute a legally binding and enforceable obligation of the Corporation.

4. That pursuant to the Corporation's By-Laws, as amended, the undersigned has the power and authority to execute this certificate on behalf of the Corporation and that he/she has so executed this certificate and set the seal of the Corporation this 7th day of September, 2022.

For: Toshiba America Business Solutions, Inc.

By: 

Name: T. Jason White

Title: CAO, General Counsel and Secretary



Business Information

Business Details

Business Name:	TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.	Business ID:	624282
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	01/06/2010	Name in State of	TOSHIBA AMERICA BUSINESS
Date of Formation in	01/06/2010	Incorporation:	SOLUTIONS, INC.
Jurisdiction:			
Principal Office Address:	25530 COMMERCENTRE DR, Lake Forest, CA, 92630, USA	Mailing Address:	25530 COMMERCENTRE DR, Lake Forest, CA, 92630, USA
Citizenship / State of	Foreign/California		
Incorporation:			
		Last Annual	2022
		Report Year:	
		Next Report Year:	2023
Duration:	Perpetual		
Business Email:	suvarna.joshi@tabs.toshiba.com	Phone #:	949-462-6000
Notification Email:	suvarna.joshi@tabs.toshiba.com	Fiscal Year End	NONE
		Date:	

Principal Purpose

S.No	NAICS Code	NAICS Subcode
------	------------	---------------

1	OTHER / To engage in the distribution of copier and facsimile machines and related parts, accessories and services. To engage in the distribution of copier and facsimile machines and related parts, accessories and services.	
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Principals Information

Name/Title	Business Address
MICHAEL TORCASO / Treasurer	25530 COMMERCENTRE DR., Lake Forest, CA, 92630, USA
JASON WHITE / Secretary	25530 COMMERCENTRE DR., Lake Forest, CA, 92630, USA
STEVEN TUNGATE / Vice President	25530 COMMERCENTRE DR., Lake Forest, CA, 92630, USA
LARRY WHITE / Director	25530 COMMERCENTRE DR., Lake Forest, CA, 92630, USA
SHIRO SHIMOKAWA / Director	25530 COMMERCENTRE DR, Lake Forest, CA, 92630, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 10 Go to Page

Registered Agent Information

Name: C T Corporation System

Registered Office 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA
Address:

Registered Mailing 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA
Address:

Trade Name Information

Business Name	Business ID	Business Status
Toshiba Business Solutions - New England (/online/BusinessInquire/TradeNameInformation? businessID=365714)	539664	Expired
Toshiba Financial Services (/online/BusinessInquire/TradeNameInformation? businessID=472366)	649934	Expired
Toshiba Business Solutions (/online/BusinessInquire/TradeNameInformation? businessID=542494)	717044	Active

Trade Name Owned By

Name	Title	Address
------	-------	---------

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)
[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St, Room 204, Concord, NH 03301 - [Contact Us](#)

[\(/online/Home/ContactUS\)](#)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2022

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Sompo America Insurance Company		11126
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

COVERAGES **CERTIFICATE NUMBER:** W25902178 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPL40388K0	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCN40975X0	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			HPR40204E0	04/01/2022	04/01/2023	Leased/Rented Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: BID # 2581 -22.

CERTIFICATE HOLDER State of New Hampshire Bureau of Purchase and Property 25 Capital St., Ste 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: March 29, 2022

Company Name: Toshiba America Business Solutions, Inc.
Address: 25630 Commercentre Drive 3 Executive Park Drive

Lake Forest, CA 92630 Bedford, NH 03110

To: Point of Contact: Donald Labrie
Telephone: (603)-271-1451
Email: tlh.Purchasing@tas.nh.gov
RE: Bid Invitation Name: Multifunction Device Managed Print Services
Bid Number: 2581-22
Bid Posted Date (on or by): 03/08/22
Bid Closing Date and Time: 03/31/22 @ 11:00 AM (EST)
Dear Mr. Labrie:

(Insert name of signor) Larry White on behalf of Toshiba America Business Solutions, Inc. (insert name of entity submitting bid (collectively referred to as "Vendor"); hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to **BID # 2581-22 for Multifunction Device Managed Print Services** at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21:11-a, the undersigned Vendor certifies that neither the vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the director of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment;
 - j. Has been placed on the debarred parties list described in RSA 21:11-a within the past year.

Authorized Signor's Signature [Signature] Authorized Signor's Title President & CEO

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____ ZIP: _____

On the _____ day of _____, 2022, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

see attached CA Jurat (Notary Certificate)

Contractor Initials [Signature]
Date 3/29/2022