

EMPOWERING THE ART OF BUSINESS®



County of Albany

Solicitation #2023-045- Photocopier Lease and Maintenance Agreement

July 26, 2023

Prepared By:

William Melchior, Director, Public Sector Sales
Toshiba Business Solutions
15 Cornell Road
Latham, NY 12110

TOSHIBA



Corporate Office:

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

Branch Office:

Toshiba Business Solutions
15 Cornell Rd.
Latham, NY 12110

July 26, 2023

Pamela O' Neill
Albany County Purchasing Division
Albany County Department of General Services
112 State Street, Room 1000
Albany, NY 12207

Re: Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc.
Response to Solicitation #2023-045; Photocopier Lease and Maintenance Agreement

Dear Ms. O'Neill,

Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc., (TBS/Toshiba) is pleased to respond to Albany County's Solicitation for Photocopier Leases and Maintenance Agreement and we thank you for extending us this opportunity. This response incorporates a creative and competitive solution, that will meet the hardware and product specifications outlined in your request.

We are a recognized leader in the government sector and look forward to becoming a valued business partner to the County. With a tenured staff of experts in Latham, NY, Toshiba is ready to provide you with responsive and comprehensive service. Director of Public Sector Sales, William Melchior, is highly regarded as a strong client advocate and will be the primary point of contact for the duration of the engagement.

We look forward to developing a strong business relationship with Albany County by providing unparalleled document management equipment and services. Please feel welcome to contact Bill at 518-250-5502 / william.melchior@tbs.toshiba.com any time.

Best Regards,

Thomas McMahon
Vice President and General Manager



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Toshiba Executive Overview

Toshiba Business Solutions is a division of Toshiba America Business Solutions, Inc. Toshiba was incorporated in 1999 as a subsidiary of Toshiba America, Inc., and Toshiba TEC Corporation under the Toshiba Corporation umbrella. The company was formed to take advantage of the tremendous growth opportunities available in the digital and color market.

Before 1999, TABS was a division of Toshiba America Information Systems, Inc. TBS was formed to provide a network of company owned service providers to enhance our network of independent service providers.

Each TBS service professional is fully trained and authorized on our full line of products, allowing Toshiba to leverage its elite partnerships with HP and Lexmark and other strategic relationships with hardware manufacturers that include Fujitsu, KIP America, and others. On January 1st, 2015, TBS was merged into TABS to form a single legal entity, to further enhance the value of our single-source service solution backed by corporate strength.

Our history began in 1875 when Tanaka Engineering Works became a major supplier of telegraphy devices used in long distance communications. We quickly earned the reputation for innovation in developing technologies by inventing the world's first "double coil bulb" in 1921 – one of the six great inventions in bulb technology, followed by the release of Japan's first electric washing machine and electric refrigerator in 1930. Then in 1939, Tanaka Engineering Works merged with Tokyo Electric Company to form Toshiba Corporation, which would become a leading pioneer of some of the world's most significant technologies. Since then, Toshiba has developed numerous original technology products that represented firsts of their kind and is the brains and brawn behind more than 500 major technologies including digital imaging and document management solutions, telegraph machines, MRI technology, air traffic control systems, semiconductors, flat panel displays, disk drives, business telephone systems, laptop computers, and part of the original group of companies that invented Bluetooth technology.

Today, Toshiba MFDs are used around the globe in more than 180 countries, with direct operations in 24 countries and are continuing to expand our sales and service offerings into other emerging markets. Our products have long been the preferred choice in North America, Europe, and Japan, and we boast the #1 market share in China for the past eleven years. Toshiba ranks 5th overall in the industry per Gartner, a leading industry research firm. Toshiba Corporation is ranked 169th on Fortune's Global 500 list for 2016, higher than all our other competitors.

Toshiba sells, services and supports Toshiba and non-Toshiba branded technology. Our core competencies include:

- Multifunction Printers (MFPs)
- Managed Print Services (MPS)
- Cloud Print and Workflow Solutions
- Imaging/Workflow Automation and Capture
- Document Security
- Visual Communication and Digital Signage Solutions
- Thermal Barcode Printers
- Point-of-Sale (POS) Systems
- Retail Kiosks
- Content Management and Creation Services



Proposal Offering

Offer Summary

By selecting Toshiba as your trusted business partner, you will receive a comprehensive program including:

Pricing	<p>Toshiba's award-winning ENERGY STAR multifunctional devices (MFDs) and services that meet the technical specifications outlined in the RFP and includes:</p> <ul style="list-style-type: none"> ➤ Competitive pricing options for Toshiba MFDs ➤ Competitive Cost Per Page pricing ➤ 48-month lease pricing options ➤ Transition to Toshiba equipment, delivery, installation & connectivity ➤ Maintenance coverage comprised of all parts, labor, service ➤ Consumable supplies, (excluding staples & paper) ➤ Dedicated Account Team
Service Level Agreement	<ul style="list-style-type: none"> ➤ Extended maintenance that covers on-site service, labor, travel, replacement parts, toner, and consumable supplies ➤ Factory trained, certified technicians ➤ Daily onsite service M-F, 8:00 am-5:00 pm local time ➤ 1-hour call back response for over-the-phone 1st level triage ➤ 98% fleet average uptime, quarterly ➤ 4-hour average onsite response time ➤ Toll free number and online service requests ➤ Toshiba's Total Quality Commitment for Toshiba MFDs
Training Plan	<ul style="list-style-type: none"> ➤ End users will receive onsite and online training modules to learn the basic product functions ➤ Advanced Key Operator training will be provided to your identified champions for the term of the program at no additional charge
Management and Reporting	<ul style="list-style-type: none"> ➤ Automated meter collection of networked multifunctional printers/copiers to reduce administrative burden of manually collecting data ➤ Monitoring tools to observe trends and print volumes ➤ Real-time user notification of problem conditions, consumables levels and product status ➤ Automated asset and fleet management, reporting and dispatching ➤ Quarterly Business Reviews
Included at NO additional Cost	<ul style="list-style-type: none"> ➤ Cloud Based Diagnostics ➤ SED Hard Drive Security ➤ Advanced Encryption ➤ Remote Based Diagnostics ➤ Sustainability Reporting



Inclusive of our product offering to the District:

- Delivery, installation, set-up, testing, user training, and project management
- All warranty service, routine maintenance, OEM parts, and supplies including toner, (excluding staples & paper) during business hours
- Local dispatch to take your service calls and supplies requests
- Local Factory trained and certified service technicians
- Automatic Toner Alerts
- Advanced security, including Self Encrypting Drive and Disk Overwrite.
- Total Quality Commitment Replacement Guarantee.
- Quarterly Reviews

Pricing Assumptions:

- Pricing is based on a 48-month lease
- SLG Lease
- Quarterly Maintenance billing in arrears tailored to client need
- Billing will commence upon installation and customer acceptance of product
- Payment terms are net 30 days from the date of the invoice

Proposal Response Requirements

The proposer's response to this solicitation shall include or address the following:

1. Identify the National Cooperative Contract being utilized for the purposes of this solicitation.
Toshiba has utilized our Sourcwell 030321-TOS contract for the purposes of this contract.
2. Address the Scope of Services, indicating your agreement to comply with provisions as stated, or identifying any exceptions taken.
Toshiba will provide like-for-like replacement of the County's current 44 MFP devices with new Toshiba eStudio MFPs under the terms of our Sourcwell contract. Onsite service will be provided with a one (1) hour call back for 1st level triage and a four (4) hour onsite response for repair. Toshiba will provide a 95% average quarterly fleet uptime and 95% of repairs complete within 24 hours. In the instance repair will exceed 48 hours, a loaner device can be placed to avoid downtime.

All parts, consumables, supplies, preventative maintenance and labor, including the networking of the devices has been included in the pricing, excluding paper and staples. End of term removal is included.

Please note: The late fees and excess image increase language may be stricken from the attached NIPA agreement terms and conditions.
3. Indicate your acceptance of the provisions of the attached "Standard Clauses for Albany County Agreements".
Toshiba can accept the provisions of the "Standard Clauses for Albany County Agreements", with a slight adjustment to Article 5: Indemnification.

ARTICLE 5: INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses, except to the extent such claims, damages, losses and expenses arise out of County or its employees gross negligence or willful misconduct.

4. Indicate whether models proposed may be viewed locally by County representatives who wish to examine the model(s) offered before contracting for lease.
Yes, the models being proposed can be viewed locally at our showroom located at 15 Cornell Rd, Latham, NY

5. At a minimum, address the following:

- a. How is service provided (direct or through dealer/ rep)? Proposers are to list one main contact for the implementation, billing, and removal of expired machines.

Service is provided by a Toshiba employed certified service technician. William Melchior / 518-250-5502 / william.melchior@tbs.toshiba.com, will be your main point of contact for the duration of this project. His office is located at 15 Cornell Road, Latham.

- b. What is the standard response time for repair/ maintenance service requests? Is the response time frame guaranteed?

Standard service response time goals are one (1) hour call back and four (4) hour onsite quarterly average for the fleet.

- c. Include a copy of your standard contract document as established through your referenced national cooperative contract/NYS Contract. At the time of proposal submission vendors are to disclose the lease agreement terms for payment of the leased equipment and the payment of the price per copies (maintenance/service). If any other entity provides services or receives payment for either maintenance or services related to this Agreement, disclose that entity, its role pursuant to this Agreement, its Federal Tax ID Number, and address for billing and collection services.

Please see attached.

- d. Identify how security of data stored on the machine is ensured.

Data overwriting ensures that the hard drive is clear of readable data. It works by overwriting the data temporarily stored on the HDD from a copying, printing, scanning, faxing or IP-faxing operation to be automatically overwritten and erased by a DOD standard after the operation is completed.

Toshiba is committed to securing our clients' valuable data. Unlike the off-the-shelf hard drives of our competitors where encryption is added after the HDD has left the factory, our exclusive SED HDDs utilize proprietary Toshiba encryption technology built directly into the drive. Albany County will have confidence knowing that every copy, print and scan job will be secured through 256-bit encryption. Additionally, our SED HDDs are factory set to overwrite the data on the drive multiple times after every copy, print and scan. This factory setting ensures complete data eradication.

To further secure our clients' confidential information, our exclusive Toshiba SED HDD is designed to operate only with the original host MFP. If the HDD is ever removed and there is an attempt to insert and activate this HDD into any other product of any type, the HDD will be permanently disabled.

We will work with the county to select the security configuration that best meets your unique workflow requirements.

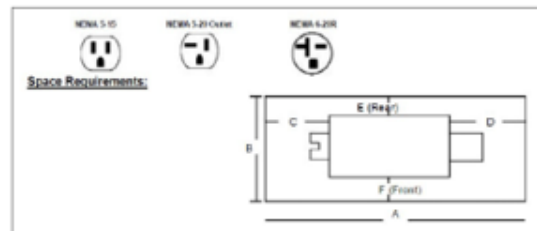
A SED encrypts all data on the HDD using an AES 256-bit algorithm. Even if the HDD is stolen and installed in another product and an attempt is made to read data out of the HDD, automatic data invalidation works to prevent information leaks. Advanced Encryption Standard (AES) is a U.S. government-approved cryptographic algorithm that is recommended by the National Institute of

Standards and Technology (NIST). After completion of the use of the MFP or at lease end, all data on the MFP is instantly invalidated and the ability to read any of the data is completely disabled.

- e. Identify any models proposed which have hard drives.

All the proposed Toshiba MFDs have hard drives.

- f. Identify any machines proposed which require electrical service greater than standard 110V. **Please note if the proposed equipment needs special electrical service it will be at the contractors expense to update and configure the service at the time of installation**



Equipment	Electrical	A (Width)	B (Depth)	Height	C (Left)	D (Right)	E (Rear)	F (Front)	Depth	Width
e-STUDIO400AC Series	NEMA 5-15 (115V 15A)	20"	36"	41"	6"	6"	4"	15"	23"	20"
e-STUDIO2520AC Series	NEMA 5-15 (115V 15A)	77"	44"	65"	35"	19"	4"	15"	23"	23"
e-STUDIO5025AC Series	NEMA 5-15 (115V 15A)	77"	45"	61"	35"	19"	4"	15"	26"	23"
e-STUDIO5528A Series	NEMA 5-15 (115V 15A)	72"	45"	61"	34"	20"	4"	18"	23"	23"
e-STUDIO6525AC Series	NEMA 5-15 (115V 15A)	77"	45"	61"	35"	19"	4"	15"	26"	23"
e-STUDIO6528A Series	NEMA 5-15 (115V 15A)	72"	46"	61"	34"	20"	4"	18"	23"	23"
e-STUDIO7529AC Series	NEMA 5-20 (115V 20A)	116"	52"	61"	48"	29"	4"	20"	28"	39"
e-STUDIO8528A Series	NEMA 5-20 (115V 20A)	101"	59"	61"	60"	17"	4"	24"	31"	28"
e-STUDIO/1208 Series	NEMA 6-20R (220V 20-40A)	259"	55"	65"	12"	12"	12"	21"	30"	43"

- g. Identify how meter reads are taken per machine.

Toshiba will utilize FMAudit to discover and audit all networked devices. FMAudit Viewer records meter reads for prints, copies, faxes, and scans, in addition to serial numbers, toner coverage and much more. FMAudit Viewer may be run from any network-connected PC. All print devices are automatically discovered on the network without any configuration required. Enterprise level installations are supported, with the ability to audit 1,000's of networked devices within minutes.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **PHOTOCOPIER LEASE AND
MAINTENANCE AGREEMENT**
Solicitation Number: 2023-045

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
7/18/23	1

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.
3. Proposer will complete the Work for the following prices(s): (Attach Proposal)
4. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

BF1

5. Communication concerning this Proposal shall be addressed to:

William Melchior

15 Cornell Road

Latham, NY 12110

Phone: 518-250-5502 / william.melchior@tbs.toshiba.com

6. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

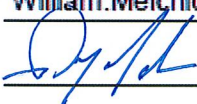
COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **PHOTOCOPIER LEASE AND
MAINTENANCE AGREEMENT**
Solicitation Number: **2023-045**

COMPANY: Toshiba Business Solutions, a division of
Toshiba America Business Solutions, Inc.
ADDRESS: 15 Cornell Road
CITY, STATE, ZIP: Latham, NY 12110
TEL. NO.: 518-250-5502
FAX NO.: 518-250-2881
FEDERAL TAX ID NO.: 33-0865305

REPRESENTATIVE: William Melchior
SIGNATURE AND TITLE  Thomas McMahon

DATE July 26, 2023

BF3

SOLICITATION #2023-045
BID FORM

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
1	Aging Department	35	30,000 BW	Toshiba	35	\$323.64	\$5,178.24	.00279 B+W	STAPLE3900	\$249.00
	100 Heritage Lane 5th Floor		30,000 Color	eStudio				.039 Color	15,000 Staples	
	Albany, NY 12210			3525AC					\$142.00	
2	Alternate Public Defender	40	75,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
	112 State Street, Suite 720			eStudio					15,000 Staples	
	Albany, NY 12207			4528A					\$142.00	
3	Board of Elections	60	135,000	Toshiba	65	\$368.06	\$5,888.96	.00279 B+W	STAPLE3900	\$249.00
	260 South Pearl Street			eStudio					15,000 Staples	
	Albany NY 12210			6528A					\$142.00	
4	Children, Youth and Families	50	155,000	Toshiba	55	\$288.57	\$4,617.12	.00279 B+W	STAPLE3900	\$249.00
	112 State Street, Suite 300			eStudio					15,000 Staples	
	Albany, NY 12207			5528A					\$142.00	
5	Children, Youth and Families	40	85,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
	112 State Street, Suite 400			eStudio					15,000 Staples	
	Albany, NY 12207			4528A					\$142.00	
6	Correctional Facility	40	20,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
	Records Center			eStudio					15,000 Staples	
	840 Albany Shaker Road- 2nd Floor			4528A					\$142.00	
	Albany, NY 12211									
7	Correctional Facility	40	70,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
	Captain's Office			eStudio					15,000 Staples	
	840 Albany Shaker Road- 2nd Floor			4528A					\$142.00	

BF1

SOLICITATION #2023-045

BID FORM

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
	Albany, NY 12211									
8	Correctional Facility	40	20,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
	Training Unit- 3rd Floor			eStudio					15,000 Staples	
	840 Albany Shaker Road			4528A					\$142.00	
	Albany, NY 12211									
9	Correctional Facility	40	12,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
	Administration Office			eStudio					15,000 Staples	
	840 Albany Shaker Road- 2nd Floor			4528A					\$142.00	
	Albany, NY 12211									
10	Correctional Facility	50	38,000	Toshiba	55	\$288.57	\$4,617.12	.00279 B+W	STAPLE3900	\$249.00
	Inmate Services			eStudio					15,000 Staples	
	840 Albany Shaker Road- 2nd Floor			5528A					\$142.00	
	Albany, NY 12211									
11	Correctional Facility	50	112,000	Toshiba	55	\$309.48	\$4,951.68	.00279 B+W	STAPLE3900	\$249.00
	Admissions/ Discharge Unit			eStudio					15,000 Staples	
	840 Albany Shaker Road- 1st Floor			5528A					\$142.00	
	Albany, NY 12211									
12	County Attorney	60	150,000	Toshiba	65	\$307.74	\$4,923.84	.00279 B+W	STAPLE3900	\$249.00
	112 State Street, Room 600			eStudio					15,000 Staples	
	Albany, NY 12207			6528A					\$142.00	
13	County Attorney	60	150,000	Toshiba	65	\$307.75	\$4,924.00	.00279 B+W	STAPLE3900	\$249.00
	112 State Street, Room 600			eStudio					15,000 Staples	

SOLICITATION #2023-045

BID FORM

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
	Albany, NY 12207			6528A					\$142.00	
14	Crime Victims and Sexual Violence Center	40	60,000	Toshiba	45	\$226.23	\$3,619.68	.00279 B+W	STAPLE3900	\$249.00
	112 State Street, Room 1010			eStudio					15,000 Staples	
	Albany, NY 12207			4528A					\$142.00	
15	District Attorney	60	55,000	Toshiba	65	\$307.74	\$4,923.84	.00279 B+W	STAPLE3900	\$249.00
	Financial Crimes Unit			eStudio					15,000 Staples	
	6 Lodge Street, 1st Floor			6528A					\$142.00	
	Albany, NY 12207									
16	District Attorney	35	35,000 BW	Toshiba	35	\$323.64	\$5,178.24	.00279 B+W	STAPLE3900	\$249.00
	1 Morton Ave		13,000 Color	eStudio				.039 Color	15,000 Staples	
	Albany NY			3525AC					\$142.00	
17	Stormwater Coalition	50	35,000	Toshiba	55	\$288.57	\$4,617.12	.00279 B+W	STAPLE3900	\$249.00
	112 State Street, Room 720			eStudio					15,000 Staples	
	Albany, NY 12207			5528A					\$142.00	
18	Finance Division	40	100,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
	112 State Street, Room 1340			eStudio					15,000 Staples	
	Albany, NY 12207			4528A					\$142.00	
19	Finance Division	40	100,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
	112 State Street Room 1020			eStudio					15,000 Staples	
	Albany NY 12207			4528A					\$142.00	

20	General Services	40	25,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
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BF3

SOLICITATION #2023-045
BID FORM

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
	112 State Street, Room 800		eStudio						15,000 Staples	
	Albany, NY 12207		4528A						142	
21	Hall of Records			Toshiba	45	\$228.06	\$3,648.96	.00279 B+W	STAPLE3900	\$249.00
	95 Tivoli Street, 1st Floor	40	80,000	eStudio					15,000 Staples	
	Albany, NY 12207			4528A					\$142.00	
22	Health Department	50	20,000	Toshiba	55	\$288.57	\$4,617.12	.00279 B+W	STAPLE3900	\$249.00
	175 Green Street, 2nd Floor (Commissioner's Office)			eStudio					15,000 Staples	
	Albany NY 12202			5528A					\$142.00	
23	Human Resources	40	85,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
	112 State Street, Room 900 (Reception)			eStudio					15,000 Staples	
	Albany, NY 12207			4528A					\$142.00	
24	Human Resources	40	85,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
	112 State Street, Room 900 (Commissioner)			eStudio					15,000 Staples	
	Albany, NY 12207			4528A					\$142.00	
25	Information Services	40	40,000 BW	Toshiba	45	\$348.89	\$5,582.24	.00279 B+W	STAPLE3900	\$249.00
	112 State Street, Room 500		Color: Unknown	eStudio				.039 Color	15,000 Staples	
	Albany, NY 1207			4525AC					\$142.00	
26	Mental Health	60	60,000	Toshiba	65	\$307.74	\$4,923.84	.00279 B+W	STAPLE3900	\$249.00
	Financial Office			eStudio					15,000 Staples	
	260 South Pearl Street, 2nd Floor			6528A					\$142.00	
	Albany, NY 12202									
27	Mental Health	60	60,000	Toshiba	65	\$307.74	\$4,923.84	.00279 B+W	STAPLE3900	\$249.00

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BID FORM

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	175 Green Street, 2nd Floor			eStudio					15,000 Staples	
	Albany, NY 12202			5528A					\$142.00	
28	Mental Health	60	70,000	Toshiba	65	\$307.74	\$4,923.84	.00279 B+W	STAPLE3900	\$249.00
	Mail Room			eStudio					15,000 Staples	
	260 South Pearl Street, 1st Floor			6528A					\$142.00	
	Albany, NY 12202									
29	Nursing Home	40	40,000	Toshiba	45	\$217.55	\$3,480.80	.00279 B+W	STAPLE3900	\$249.00
	Aministration Office			eStudio					15,000 Staples	
	780 Albany-Shaker Road			4528A					\$142.00	
	Albany NY 12211									
30	Probation Department	50	85,000	Toshiba	55	\$338.58	\$5,417.28	.00279 B+W	STAPLE3900	\$249.00
	60 South Pearl Street, 1st Floor			eStudio					15,000 Staples	
	Albany, NY 12207			5528A					\$142.00	
31	Public Defender	60	225,000	Toshiba	65	\$307.74	\$4,923.84	.00279 B+W	STAPLE3900	\$249.00
	60 South Pearl Street, 4th Floor			eStudio					15,000 Staples	
	Albany, NY 12207			6528A					\$142.00	
32	Public Works	40	50,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
	449 New Salem Road			eStudio					15,000 Staples	
	Voorheesville, NY 12186			4528A					\$142.00	
33	Sheriff's Office	35	30,000	Toshiba	35	\$187.39	\$2,998.24	.00279 B+W	STAPLE3900	\$249.00
	Albany International Airport Substation			eStudio					15,000 Staples	
	Albany, NY 12211			3528A					\$142.00	

BF5

SOLICITATION #2023-045

BID FORM

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
34	Sheriff's Office	40	20,000 BW	Toshiba	45	\$361.70	\$5,787.20	.00279 B+W	STAPLE3900	\$249.00
	16 Eagle Street		10,000 color	eStudio				.039 Color	15,000 Staples	
	Albany Ny 12207			4525AC					\$142.00	
	Stop Dwi (Lease Start Date 9/30/19)									
35	Sheriff's Office	35	50,000 BW	Toshiba	35	\$323.64	\$5,178.24	.00279 B+W	STAPLE3900	\$249.00
	Patrol Unit		18,000 Color	eStudio				.039 Color	15,000 Staples	
	58 Verda Ave.			3525AC					\$142.00	
	Clarksville, NY 12041									
36	Sheriff's Office	50	20,000 BW	Toshiba	55	\$441.68	\$7,066.88	.00279 B+W	STAPLE3900	\$249.00
	Emergency Management Unit		20,000 color	eStudio				.039 Color	15,000 Staples	
	58 Verda Ave.			5525AC					\$142.00	
	Clarksville, NY 12041									
37	Sheriff's Office	35	30,000 BW	Toshiba	35	\$357.95	\$5,727.20	.00279 B+W	STAPLE3900	\$249.00
	Emergency Medical Services Unit		7,000 color	eStudio				.039 Color	15,000 Staples	
	58 Verda Ave.			3525AC					\$142.00	
	Clarksville, NY 12041									
38	Social Services	50	16,000	Toshiba	55	\$288.57	\$4,617.12	.00279 B+W	STAPLE3900	\$249.00
	162 Washington Ave			eStudio					15,000 Staples	
	Albany NY 12210			5528A					\$142.00	
	4th Floor									
39	Social Services	50	60,000	Toshiba	55	\$288.57	\$4,617.12	.00279 B+W	STAPLE3900	\$249.00
	Fraud Unit			eStudio					15,000 Staples	

SOLICITATION #2023-045
BID FORM

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
	162 Washington Avenue, 7th Floor			5528A					\$142.00	
	Albany, NY 12210									
40	Social Services	40	40,000	Toshiba	45	\$204.74	\$3,275.84	.00279 B+W	STAPLE3900	\$249.00
	Commissioner's Office			eStudio					15,000 Staples	
	162 Washington Avenue, 7th Floor			4528A					\$142.00	
	Albany, NY 12210									
41	Social Services	60	90,000	Toshiba	65	\$307.74	\$4,923.84	.00279 B+W	STAPLE3900	\$249.00
	Adult Services Unit			eStudio					15,000 Staples	
	162 Washington Avenue, 6th Floor			6528A					\$142.00	
	Albany, NY 12210									
42	Youth Recreation	35	3,000 BW	Toshiba	35	\$323.64	\$5,178.24	.00279 B+W	STAPLE3900	\$249.00
	390 New Salem Road		2,000 Color	eStudio				.039 Color	15,000 Staples	
	Voorheesville, NY 12186			3525AC					\$142.00	
43	Shaker Place/Nursing Home	40	BW Unknown	Toshiba	45	\$217.55	\$3,480.80	.00279 B+W	STAPLE3900	\$249.00
	100 Heritage Lane/Nursing Unit			eStudio					15,000 Staples	
	Albany NY 12210			4528A					\$142.00	
44	Shaker Place/Nursing Home	50	BW Unknown	Toshiba	55	\$428.86	\$6,861.76	.00279 B+W	STAPLE3900	\$249.00
	100 Heritage Lane/Administration		Color: Unknown	eStudio				.039 Color	15,000 Staples	
	Albany NY 12210			5525AC					\$142.00	

Clarifications

Reservation of Rights

In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us.

Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Toshiba has introduced our lease and maintenance agreements which are appropriate to the scope of this contract, which is the delivery and maintenance of copiers.

The words **you** and **your**, refer to the **Customer**. The words **Lessor**, **we**, **us**, and **our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name:	Fed. Tax ID#:	
Contact Person:	Bill-To Phone:	Bill-To Fax:
Billing Address:	City, State - Zip:	
Equipment Location: (if different than above)	City, State - Zip:	

TBS LOCATION

Contact Name:	Location:
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EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER

☐ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	of \$	* Security Deposit**:	\$	<input type="checkbox"/> Received	*plus applicable taxes
Payments includes:	B&W Images per Month	Excess Images at:	\$	* per B&W Image	End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. 3. Return Equipment.
Payments includes:	Color Images per Month	Excess Images at:	\$	* per Color Image	
Payments includes:	Scan Images per Month	Excess Images at:	\$	* per Scan Image	
Payments includes:	B&W Print Images per Month	Excess Images at:	\$	* per B&W Print Image	
Payments includes:	Color Print Images per Month	Excess Images at:	\$	* per Color Print Image	
Origination Fee: Up to \$99.00 (included in First Invoice)		Lease payment period is monthly unless otherwise indicated.			
Excess Images billed: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually					

** Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature:	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name:	Signature: X	Title:	Date:
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TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement. If any items are listed with the Equipment and denoted as "Software as a Service" you understand the Payment set forth on page 1 includes the periodic amount you have agreed to pay for the software/subscription services described in your Master Software and Services Agreement and/or your Statement of Services relating to such software/subscription services ("SaaS") with Toshiba America Business Solutions Inc. ("TBS"). Please reference your SaaS for a description of your rights and obligations with respect to such software/subscription services. You acknowledge the SaaS is separate from this Agreement, it shall not affect your obligations under this Agreement in any way, and TBS is solely responsible for the performance obligations related to SaaS.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably require to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
24. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
25. **Maintenance and Supplies Agreement ("MSA") with TBS:**
 - a) TBS agrees to provide full service maintenance including tuning, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TBS's normal business hours, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
 - b) Except as provided below, TBS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
 - c) If you are in default under the MSA, TBS has the right to deny performing any service and/or supplying any products.
 - d) Under the MSA, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
 - e) Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
 - f) Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.