



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/03/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Toshiba America Business Solutions Inc. (Headquarters: Tucson, AZ)

***Project Title/Description:**

Toshiba Multi-Function Device Maintenance Leased Service

***Purpose:**

Award: Supplier Contract No. SC2500000165. This Supplier Contract is for an initial term that commences on 06/03/2025 and will terminate on 05/31/2026 with an annual award amount of \$2,500,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Information Technology.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. 2500009042, the Procurement Director approved the use of OMNIA Toshiba Contract, effective 06/01/2025, which was awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

PRCUID: 2500009042

Attachment: Cooperative Procurement Agreement.

***Program Goals/Predicted Outcomes:**

Support and maintenance of County leased Toshiba Multi-Function Devices.

***Public Benefit:**

Continued functionality will allow Pima County to better utilize its resources and provide more efficient service to the public.

***Metrics Available to Measure Performance:**

ITD will monitor the contractor's performance to ensure quality of service and compliance with contract specifications.

***Retroactive:**

No.

TO: COR 5/16/2025
16 PAGES
VERSION 0

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: SC Department Code: PO Contract Number (i.e., 15-123): SC2500000165
 Commencement Date: 06/03/25 Termination Date: 05/31/26 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 2,500,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: Internal Services Fund**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % 0
 Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No
 If Yes, is the Contract to a vendor or subrecipient? _____
 Were insurance or indemnity clauses modified? ☐ Yes ☒ No
 If Yes, attach Risk's approval.
 Vendor is using a Social Security Number? ☐ Yes ☒ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
 Is there revenue included? ☐ Yes ☐ No If Yes \$ _____
***Funding Source(s) required:** _____
 Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____
***All Funding Source(s) required:** _____
***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____
***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____
***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Procurement Officer, **Brandon Morgan**

Digitally signed by Brandon Morgan
Date: 2025.05.14 09:29:08 -07'00'

Division Manager, **Ana Wilber**

Digitally signed by Ana Wilber
Date: 2025.05.15 09:01:13 -07'00'

Department: Procurement Director, Bruce D Collins

Digitally signed by Bruce D Collins
Date: 2025.05.15 10:29:24 -07'00'

Telephone: 520.724.9510

Department Director Signature: **Javier Baca**

Digitally signed by Javier Baca
Date: 2025.05.15 10:29:24 -07'00'

Date: _____

Deputy County Administrator Signature: _____

Date: 5/15/2025

County Administrator Signature: _____

Date: 5/15/2025

Pima County Procurement Department

Administering Department: Information Technology

Project: Toshiba Multi-Function Device Maintenance Leased Service

Contractor: Toshiba America Business Solutions Inc.

3845 N Business Center Dr., Ste 107

Tucson, AZ 85705

Amount: \$2,500,000.00

Contract No: SC2500000165

Funding: Internal Service Funds

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

1.1. Parties.

This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and Toshiba America Business Solutions Inc. ("Contractor")

1.2. Purpose.

The Pima County Information Technology requires a blanket agreement to lease new Toshiba Multi-Functional Devices to replace older equipment on expiring leases.

1.3. Authority.

County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. Pima County has entered into such an agreement with name of public entity (Omnia Master Intergovernmental Cooperative Purchasing Agreement).

1.4. Contract.

1.4.1. Name

OMNIA Region 4 ESC-TX entered into a contract (R241204) for specified goods and services with Contractor, which will be effective June 1, 2025 (the "OMNIA Toshiba Contract"). The OMNIA Toshiba Contract is incorporated into this Contract by this reference.

1.4.2. Selection

Section 4 of the OMNIA Toshiba Contract provides that another governmental entity with which Omnia Partners has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the OMNIA Toshiba Contract.

2. Term.

2.1. Initial Term.

The term of this Contract commences on June 3, 2025 and will terminate on May 31, 2026 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date. "Toshiba OMNIA Pricing" shall be pursuant to the OMNIA Region 4 ESC-TX contract (R241204) effective June 1, 2025.

2.2. Extension Options.

County may renew this Contract for up to four (4) additional periods of up to one-year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment. Extension pricing shall be subject to revision upon mutual consent by the Parties.

2.3. License/Subscription Term.

Any License or Subscription Term that is not coterminous with this Contract shall be from the date of order for the License or Subscription and shall renew pursuant to Contractor's standard renewal method as stated on the Contractor's related order form or, absent any such stated method, shall renew upon issuance of a new Order Form signed by Contractor and County. No License or Subscription Term ordered by County may be renewed after the expiration of the term of this Contract, unless the Parties have negotiated and executed a new agreement.

3. **Scope of Services.**

Contractor will provide County with the services described in **Exhibit A** (3 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Contractor must comply with all requirements and specifications in the OMNIA Toshiba Contract, except where altered by this Contract.

3.1. Order of Precedence.

All services provided under this Contract are subject to the terms of the following documents. In the event of conflicting terms between the incorporated documents, the following order of precedence, superior to subordinate, dictates the order in which these conflicts will be resolved.

3.1.1. Amendments to this Contract.

3.1.2. This Cooperative Procurement Agreement No. SC2500000165.

3.1.3. To the extent applicable, the OMNIA Toshiba Contract.

3.1.4. To the extent applicable, the Contractor's Terms and Conditions.

4. **Reserved.**

5. **Compensation and Payment.**

5.1. Rates Adjustment.

County will pay Contractor at the rates set forth in "**Toshiba OMNIA Pricing**" set forth in Section 2.1 above. Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

5.2. Maximum Payment Amount.

County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$2,500,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. Sales Taxes.

The payment amounts or rates in **Exhibit A** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

5.4. Timing of Invoices.

Contractor will invoice County on a monthly basis unless a different billing period is set forth in "Toshiba OMNIA Pricing". County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

5.5. Content of Invoices.

Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. Invoice Submittal.

AP_Invoices@pima.gov
Subject Line: PO# for SC2500000165

5.7. Invoice Adjustments.

County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. **Insurance.**

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A-VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

6.1. Minimum Scope and Limits of Insurance.

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

6.1.1. Commercial General Liability (CGL).

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. Business Automobile Liability.

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

6.1.3. Workers' Compensation (WC) and Employers' Liability.

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

6.2. Additional Insurance Requirements.

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

6.2.1. Claims Made Coverage.

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement.

The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.2.3. Subrogation Endorsement.

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement.

The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.2.5. Subcontractors.

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so. Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation.

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

6.4. Verification of Coverage.

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.

6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.

6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.

6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents.

All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

6.5. Approval and Modifications.

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

7. Indemnification.

7.1. Contractor Indemnification.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

7.2. County Indemnification.

County is not permitted to offer indemnification, therefore any such requirement in the Agreement is hereby null and void.

8. NON-WAIVER OF LIABILITY.

COUNTY AS A PUBLIC ENTITY SUPPORTED BY TAX MONIES, IN EXECUTION OF ITS PUBLIC TRUST, CANNOT AGREE TO WAIVE ANY LAWFUL OR LEGITIMATE RIGHT TO RECOVER MONIES LAWFULLY DUE IT. THEREFORE, VENDOR AGREES THAT IT WILL NOT INSIST UPON OR DEMAND ANY STATEMENT WHERE COUNTY LIMITS OR WAIVES ANY RIGHT COUNTY MIGHT HAVE TO RECOVER ACTUAL LAWFUL DIRECT DAMAGES IN ANY COURT OF LAW UNDER APPLICABLE ARIZONA LAW, EXCEPT TO THE EXTENT PERMITTED BY LAW. ANY LANGUAGE IN THIS AGREEMENT TO THE CONTRARY IS HEREBY NULL AND VOID.

9. Laws and Regulations.

9.1. Compliance with Laws.

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

9.2. Licensing.

Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

9.3. Choice of Law; Venue.

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

10. Independent Contractor.

Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

11. Subcontractors.

Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

12. Assignment.

Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion. County hereby consents and acknowledges that Contractor may assign to a third party finance partner, without notice, all of Contractor's rights, title and interest in and to (a) the equipment covered by the Agreement, including the obligation to provide the right to use the Equipment, (b) all rights and remedies therein, including the right to collect rent due thereon, to repossess the property in the event of default by County under the Agreement and the right to initiate and maintain such legal proceedings, and (c) Contractor's rights as Owner under the Agreement, including the right to receive equipment payments thereunder.

13. Non-Discrimination.

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

14. Americans with Disabilities Act.

Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

15. Authority to Contract.

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

16. Full and Complete Performance.

The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

17. Cancellation for Conflict of Interest.

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

18. Termination by County.

18.1. Without Cause.

County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for leased products delivered and services rendered prior to the date of termination.

18.2. With Cause.

County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

18.3. Non-Appropriation.

Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

19. Notice.

Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County
Procurement Director
Pima County Procurement Department
150 W Congress, 5th Floor
Tucson, AZ 85701
520.724.8161

Contractor
Estevan Moreno, Major Account Executive
Toshiba Business Solutions
3845 N Business Center Dr., Ste 107
Tucson, AZ 85705
520.770.6111

20. Non-Exclusive Contract.

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

21. Remedies.

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

22. Severability.

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

23. Use of County Data.

Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

24. Books and Records.

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

25. Public Records.

25.1. Disclosure.

Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

25.2. Records Marked Confidential; Notice and Protective Order.

If Contractor reasonably believes that any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

26. Legal Arizona Workers Act Compliance.

26.1. Compliance with Immigration Laws.

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 41-4401 (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

26.2. Books & Records.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

26.3. Remedies for Breach of Warranty.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

26.4. Subcontractors.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

27. Reserved.

28. Written Orders.

County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

29. Counterparts.

The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

30. Israel Boycott Certification.

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

31. Forced Labor of Ethnic Uyghurs.

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

32. Heat Injury and Illness Prevention and Safety Plan.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

33. Web Based Terms and Conditions.

If Contract is subject to any terms and conditions hosted on Contractor's website (collectively the "Contractor's Terms and Conditions"), the parties acknowledge and agree that the online hosting of Contractor's Terms and Conditions is for ease of administration only, and Contractor is hereby given notice that County cannot accept any revision or modification to the Contractor's Terms and Conditions without a signed written amendment executed by the Pima County Board of Supervisors or the Pima County Procurement Director. As such, the parties also acknowledge and agree that the Contract is subject to the Contractor's Terms and Conditions posted to Contractor's website as of the signature date of this Contract until so amended by the parties, and no terms in the Contractor's Terms and Conditions shall be used to nullify or void the terms found in this Contract.

34. Click-Through Terms and Conditions.

34.1. Click-Through Terms: Acquisition of Software.

If Contractor uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of County do not have any actual or apparent authority to create legally binding obligations between the parties. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation.

34.2. Click-Through Terms: Usage of System.

If the process of accepting, installing, activating or otherwise initiating the usage of Contractor's products presents terms and conditions on screen ("click through terms") to the County employee performing the action, the parties acknowledge and agree that these terms are informational only, and Contractor is hereby given notice that the persons performing initiation activities on behalf of County do not have any actual or apparent authority to create legally binding obligations between the parties. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions while initiating product usage, any such terms and conditions are deemed void upon presentation.

35. Amendment.

The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

36. Entire Agreement.

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

SIGNATURE PAGE TO FOLLOW

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

Pima County

Chair, Board of Supervisors

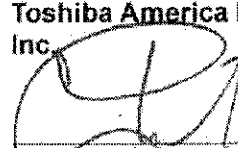
Date

ATTEST

Clerk of the Board

Date

**Toshiba America Business Solutions
Inc.**



Authorized Officer Signature
Larry White, President and CEO
May 9, 2025

Date

Exhibit A: Scope of Work (3 pages)

GENERAL INFORMATION

County will utilize this contract to procure new Multifunctional Devices ("MFD") and Network Printers ("NWP"), parts and supplies and preventative and repair services on previously purchased Toshiba devices.

GENERAL SPECIFICATIONS

Contractor must maintain a complete list of all Multifunctional Devices covered (installed and maintained/serviced) under this agreement by make, model number, serial number, location, PO number, and department. The list must include the equipment configuration and expiration date. The expiration date shall be used as a guideline to ensure machines are replaced and/or removed in a timely manner.

Contractor must provide all labor, materials, supervision and equipment necessary to install each MFD at every county location. Contractor will work with County Department Representative to ensure that all pre-requisites are met (i.e. network connectivity, power and space). County Facilities Management will perform electrical or mechanical work external to the equipment and/or system.

Contractor Dedicated Account Representative will be provided at no additional cost to County. The account representative must be available Monday through Friday between 8-5 local Tucson time and resolve all billing and technical concerns in a timely manner. The assigned account representative will not be reassigned without prior notification to the County Information Technology Department.

Contractor is expected to respond to technical support calls from the County with service technicians who meet or exceed the following:

- Authorized and certified by the manufacturer to conduct service and repair activities on all devices covered in this agreement
- Have all necessary parts or ability to obtain necessary parts within one business day to return a device to normal operation

SERVICE SPECIFICATIONS

Contractor will work in coordination with County Information Technology Department to schedule and perform the following rightsizing activities throughout Pima County:

- Assess current state of devices
- Inventory the entire fleet of County print devices that include (MFD), copiers, desktop and NWP, facsimile machines, and scanners
- Analyze historical usage on current device using data collection tools and any available meter billing information. Install software solutions as needed
- Determine accurate print volumes for every device that prints, copies or faxes
- Identify print services demand based upon what printing/copying/scanning/faxing activities are needed
- Identify confidential printing demand and how best to conveniently meet the demand which may change from year to year
- Identify any inefficient devices currently in use, such as desktop printers and fax machines and determine if page volume should be migrated to a more efficient device

- Provide Rightsizing Plan that sets initial benchmarks by which to compare Total Cost of Ownership annually
- Provide written report to rightsizing affected parties together with County Information Technology Department. Report must include, but are not limited to the following:
 - Updated site maps indicating recommended location and type of printers and MFD's, as applicable, Any prerequisites for device placement prior to recommending moving a device (e.g., features, power, network ports and user proximity)
 - All unique secure document handling needs and provide low cost, convenient solutions
 - Benchmarks and metrics to measure success of implementation Make recommendations for redistribution of print devices those devices could potentially be reallocated and moved to another department or retired by means of disposal or surplus
 - Provide estimated printing and document management cost savings as a result of implementation of the plan as proposed to use as a benchmark of comparison throughout the life of this contract
 - Provide alternatives and appropriate additional costs for situations when affected parties may disagree with proposed rightsizing of the print fleet in situations when for example a customer may want a faster print device than demand warrants
 - Develop and work with County Information Technology Department on implementation plan and presentation of plans to affected parties

All MFD and NWP must be set up in an auto-monitoring solution by the end of the first year of this contract. Contractor must coordinate with County Information Technology Department to supply, install, and maintain necessary software tools to interface with all networked County MFD for the purpose of monitoring and management.

All Equipment must carry a minimum ninety (90) day warranty that is free from defects in material and workmanship. If defects are identified, the Contractor shall repair or replace defective parts promptly on a like-for-like basis without additional cost to County. Any and all items failing during the warranty period will be replaced free of charge. Upon significant failure the warranty period will commence again for a minimum ninety (90) additional days.

Scheduled/Preventative Maintenance - shall include the provision of all supplies, cleaning, diagnostics, or other activities required to maintain the manufacturer's recommended performance levels. Replacements parts are to be made available at no additional cost. The interval of these services shall be either as recommended by the Manufacturer, or as requested by the County. Maintenance shall include Emergency repair requests during normal business hours.

County may request that the Contractor come on-site and perform an analysis that would overlook all equipment currently in the fleet then provide a report County that states recommendations as well as potential cost savings. What the final analysis is to include is to be agreed upon between County and the Contractor, mutually. This service shall be at no additional cost to the County.

Removal, trade-in of any County-owned equipment must be approved by County Information Technology and County Procurement Department representatives. At all times

adherence to the Procurement Department's procedure for the disposal of personal property is required.

All devices removed from County operations and disposed of must first undergo a hard drive wipe or at a minimum writing a pattern of one's and zero's to the entire hard drive. This hard disk wipe must be completed if potential confidential information is retained on the hard disk of the device from a print or scan job. Equipment removal must be approved and verified by County Information Technology Department.

DEVICE PERFORMANCE SPECIFICATIONS

Contractor will be responsible for identifying at-risk devices based on the following criteria:

Performance

- Devices which are not achieving the minimum of 98.5% uptime and otherwise not performing per predetermined benchmarks
- Devices which are realizing excess levels of service
- Devices with excessive output quality issues

Utilization

- Devices which are exceeding their anticipated or recommended monthly page volumes
- Devices which will exceed their five (5) year life expectancy based on their current monthly production

Environment

- Devices which have been placed in an operating environment are detrimental to their optimal performance
- Devices which have been subject to user abuse or ignorance

Contractor will be responsible throughout the term of the Contract for obtaining copy and/or print volume statistics for each networked device deployed in the County Information Technology Program. Contractor will not impose minimum volume requirements at any time for any device.

County Information Technology Department and County Departments will have web access into a portal which can provide statistics on demand. There must be different levels of access into this portal depending upon the Department requesting this information. This includes, but is not limited to the following scenario: an IT professional needs to see more information about the device in order to perform initial triage when there is a problem, compared to a business oriented office worker who only is concerned with click counts.

Contractor shall be able to produce a service report for any machine covered under this agreement showing all service activity including the date and time requests were logged in and cleared, and any other pertinent service details. Service logs and reports for equipment in service under this contract must be provided upon request.

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000165
Contract Start Date	06-03-2025
Contract End Date	05-31-2026
Payment Type	EFT
Buyer	Brandon Morgan
Phone Number	
Email	

Page

1 of 1

Supplier:	Contract Name:
Toshiba America Business Solutions Inc 3845 N Business Center Dr., Ste 107 Tucson, AZ 85705	Multi-functional Leased Devices and Maintenance

Supplier Contact and Payment Terms:	Shipping Method	Delivery Type	FOB
Phone: +1 (602) 4583740 Email: al.trenholme@tbs.toshiba.com Terms: Days:			
	Currency	NTE Amount	Used Amount
	USD	2,500,000.00	0.00

Contract/Amendment Description:

Award: Supplier Contract No. SC2500000165. This Supplier Contract is for an initial term that commences on 06/03/2025 and will terminate on 05/31/2026 with an annual award amount of \$2,500,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Information Technology.

Attachment: Cooperative Procurement Agreement.

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.