

KEY CONTRACT TERMS

For

Master Agreement WRESA-12222022-264-01-T

<u>Contract Between:</u>	Wayne RESA and Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc.
<u>Contract Purpose:</u>	Master Agreement for Document Storage Solution for Wayne RESA authorized CoPro+ Members
<u>Contract Number:</u>	WRESA-12222022-264-01-T
<u>RFP Number:</u>	WRESA-12222022-264-01
<u>Contractor Name:</u>	Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc.
<u>Contractor Address:</u>	900 Wilshire Drive, Suite 200 Troy, MI 48084
<u>Contractor Telephone:</u>	248-427-8100
<u>Contract Administrator:</u>	Wayne RESA Designee/CoPro+
<u>Base Contract Years:</u>	July 1, 2023 – June 30, 2024
<u>Option Years:</u>	July 1, 2024 – June 30, 2025 (Option Year 1) July 1, 2025 – June 30, 2026 (Option Year 2) July 1, 2026 – June 30, 2027 (Option Year 3) July 1, 2027 – June 30, 2028 (Option Year 4)
<u>Pricing:</u>	Refer to Section 2.1 and Attachment A
<u>Administrative Fee:</u>	2.0%
<u>Terms & Conditions:</u>	Refer to Section 3
<u>Ordering Options:</u>	Phone or Email
<u>Payment Options:</u>	Purchase Order or Direct Voucher
<u>Miscellaneous Information:</u>	THIS AGREEMENT IS EXTENDED TO AUTHORIZED COPRO+ MEMBERS



SERVICE
LEADERSHIP
COLLABORATION
EXCELLENCE



Signature of Contractor's Duly Authorized Representative

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Contractor that:

(1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor; (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued; (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and (4) All affirmations contained in the RFP are true and correct.

CONTRACTOR:

WAYNE RESA:

Toshiba Business Solutions, a
division of Toshiba America
Business Solutions, Inc.

Firm Name

Authorized Representative Signature

Larry White, President & CEO

Print Name/Title

August 15, 2023

Date

Kurt Rheame / Senior Executive Dir., IT Solutions

Name/Title

Authorized Signature

August 18, 2023

Date

SECTION ONE: CONTRACT REQUIREMENTS

1.1 Scope of Work

Wayne RESA, in partnership with the Michigan Association of Counties (MAC) CoPro+ Program, has awarded multiple Master Agreements to a contractors for a county-wide Document Repository Management System for consortium districts. Individual Districts or Districts/ISDs outside of the Consortium may elect to participate. For additional requirements and scope of work, see RFP and the awarded proposal response.

1.2 Service Capabilities

a) Communication Plan/Contract Management

- i) The Contract shall have an accessible customer service department with an individual specifically assigned to Wayne RESA. Customer inquiries should be responded to with forty-eight (48) hours or two (2) business days unless it is an emergency issue.

b) Primary Account Representative

- i) Karen Hammond/Mike Hellebuyck
900 Wilshire Drive, Suite 200 Troy MI 48084
248-427-8100
karen.hammond@tbs.toshiba.com/mike.hallebuyck@tbs.toshiba.com

1.3 Quotes/Order/Delivery/Inspection

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications along with specific response information required, deliverables, and any special terms and conditions. Contractor will respond directly to the requesting agency. The participating agency will issue their own purchase order and payments.

All services furnished must be in conformity with the participating agency specifications and will be subject to inspection and acceptance by the individual customers.

SECTION 2.0 – PRICING REQUIREMENTS & SCHEDULE

2.1 Pricing Schedule

2.1.1 Pricing Schedule Worksheets

See Pricing Attachment A.

2.1.2 Tax Excluded from Price

(a) Sales Tax: Wayne RESA and local units of government are exempt from sales tax for direct purchases. The contractor's prices must not include sales tax.

(b) Federal Excise Tax: Governmental entities may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the contractor's prices must not include the Federal Excise Tax.

2.1.3 The contractor agrees to provide pricing to Wayne RESA and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The contractor agrees to promptly lower the cost of any product purchased through Wayne RESA and its participating entities following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by Wayne RESA. However, the contractor must honor previous prices for thirty (30) days after approval and written notification from Wayne RESA if requested. If contractor has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

2.2 Administrative Fee

All pricing submitted to Wayne RESA and its participating entities shall include 2.0% administrative fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor's responsibility to keep all pricing up to date and on file with Wayne RESA/CoPro+. All price changes shall be presented to Wayne RESA for acceptance, using the same format as was accepted in the original contract.

SECTION 3.0 - TERMS AND CONDITIONS

1. Wayne RESA Rights & Responsibilities

Wayne RESA has the right to amend a bid by one or more written addendums. Wayne RESA is responsible only for that, which is expressly stated in the solicitation document and any authorized written addenda thereto. Each addendum shall be made available to each person or organization, which Wayne RESA records indicate has received a bid.

Should any such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of Wayne RESA. Wayne RESA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

2. Conflict of Interest

No Wayne RESA employee or agent whose position in Wayne RESA enables him/her to influence the selection of a Supplier for this Solicitation, or any competing solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Supplier.

3. Gratuities

It is improper for any Wayne RESA officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Master Agreement or that the Proposer's failure to provide such consideration may negatively affect Wayne RESA's consideration of the Proposer's submission.

A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne RESA officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Master Agreement.

4. Laws

4.1 General Authority

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

4.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

4.3 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Wayne RESA, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or forum non-conveniens. The Contractor must appoint agents in the State of Michigan to receive service of process.

4.4 Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

4.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., Wayne RESA must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of Wayne RESA, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, Wayne RESA may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

4.6 Environmental Provision

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

- (a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. Wayne RESA must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work;

(ii) notify Wayne RESA; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) Wayne RESA may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. Wayne RESA may remove the Hazardous Material, render it harmless, or terminate the affected work for Wayne RESA's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

4.7 Freedom of Information

This Contract and all information submitted to Wayne RESA by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

4.8 Abusive Labor Practices

The Contractor may not furnish any deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

5. General Provisions

5.1 Bankruptcy and Insolvency

Wayne RESA may, without prejudice to any other right or remedy, fully or partially terminate this contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method Wayne RESA deems appropriate if:

(a) the Contractor files for bankruptcy protection;

(b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;

- (c) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the deliverable(s) under this contract.

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by Wayne RESA. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating Wayne RESA ownership.

5.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the solicitation and this Contract or the project to which it relates will not be made without prior approval by Wayne RESA, and only in accordance with the instructions from Wayne RESA.

5.3 Antitrust Assignment

The Contractor assigns to Wayne RESA any claim for overcharges resulting from county or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the contract.

5.4 Legal Effect

Wayne RESA is not liable for costs incurred by the Contractor or for payment(s) under this contract until the Contractor is authorized to perform under Section 1.3, Quotes/Order/Delivery/Inspection.

5.5 Entire Agreement

This contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this contract are incorporated in their entirety and form part of this contract.

5.6 Order of Precedence

Any inconsistency in the terms associated with this contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (Contract Term, Legal Effect, Insurance, Indemnification, Termination, Governing Law, Limitation of Liability);
- (b) The Statement of Services signed by participating agencies related to this contract;
- (c) All sections from Section 4 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the contract documents, to include Toshiba's MSSA;

- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the contract; and
- (f) Proposer Responses contained in any of the solicitation documents.

5.7 Headings

The captions and section headings used in this contract are for convenience only and may not be used to interpret the scope and intent of this contract.

5.8 Reformation and Severability

Each provision of the contract is severable from all other provisions of the contract. If any provision of this contract is held unenforceable, then the contract will be modified to reflect the parties' original intent. All remaining provisions of the contract remain in full force and effect.

5.9 Approval

Unless otherwise provided in this contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

5.10 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the contract.

5.11 Survival

The provisions of this contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this contract.

5.12 Electronic Payment Requirement

The Contractor must state if they are able to receive electronic fund transfer (EFT) payments.

5.13 Cooperation with Third Parties

The Contractor and its Subcontractors must cooperate with Wayne RESA and its agents and other contractors, including Wayne RESA's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

5.14 Relationship of the Parties

The relationship between Wayne RESA and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of Wayne RESA. The Contractor

will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

5.15 Time of Performance

(a) The Contractor must immediately notify Wayne RESA upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest Wayne RESA-approved delivery schedule and must inform Wayne RESA of the projected actual delivery date. (b) If the Contractor believes that a delay in performance by Wayne RESA has caused or will cause the Contractor to be unable to perform its obligations according to specified contract time periods, the Contractor must immediately notify Wayne RESA and, to the extent practicable, continue to perform its obligations according to the contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by Wayne RESA

5.16 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the deliverable(s) for more than 10 days, and Wayne RESA reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to Wayne RESA, Wayne RESA may: (a) procure the affected deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those

deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from Wayne RESA as a result of any Excusable Failure or to payments for deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

5.17 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

5.18 Examination of Records

Wayne RESA, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this contract. Wayne RESA does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this contract.

5.19 Audit Resolution

If necessary, the Contractor and Wayne RESA will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and Wayne RESA must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

5.20 Errors

(a) If an audit reveals any financial errors in the records provided to Wayne RESA, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the contract. If a balance remains after four invoices, the remaining

amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between Wayne RESA's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

5.21 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (ii) A parole or probation proceeding;
- (iii) A proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (iv) A civil proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to Wayne RESA from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any proceeding that is disclosed to Wayne RESA or of which Wayne RESA otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about:

- (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or
- (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide Wayne RESA all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this contract.

5.22 Other Disclosures

The Contractor must notify Wayne RESA Administrator within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

5.23 *CoPro+ Requirements*

- (a) The Contractor will work with CoPro+ to ensure that all purchasers are members before extending the Contract pricing.
- (b) To the extent that CoPro+ Members purchase Deliverable(s) under this contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.
- (c) The Contractor must submit invoices to and receive payment from CoPro+ Members, Participating Entities, on a direct and individual basis.

5.24 Bid Protest Process

Bid protests are filed by Vendors because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by Wayne RESA during the solicitation process. Common reasons for Vendors filing a bid protest include:

- The Master Agreement was awarded to Vendor with higher prices.
- The Vendor proposal was rejected for invalid reasons.
- The Vendor awarded the resultant Master Agreement did not comply with solicitation specifications.

1. General Authority

Wayne RESA Administrator maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by Wayne RESA departments, districts or agencies which are governed by Wayne RESA's Board.

2. Protest Procedure

Upon a determination of Vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on Wayne RESA's bid website, and notify all solicitation participants of the intended award via email.

- A. Non-selected Vendors will have three (3) business days from the date the notice is posted to file a formal bid protest with Wayne RESA Administrator or the designee.
- B. The bid protest, which must be received by Wayne RESA Administrator or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
- C. Upon execution of the Master Agreement with the selected Vendor, Wayne RESA Administrator or designee will not take action on a bid protest, but a written response will be provided to the protesting Vendor.
- D. If a Vendor's bid protest is appropriately filed, Wayne RESA Administrator or designee may delay the award of the Master Agreement until the matter is resolved.
- E. Notwithstanding the foregoing, throughout the bid protest review process, Wayne RESA has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, Wayne RESA

reserves the right to make an award when it is determined to be in the best interest of Wayne RESA to do so.

- F. Wayne RESA Administrator or designee will respond to all bid protests in a timely manner.

6. Insurance

6.1 Liability Insurance

For the purpose of this Section, "Wayne RESA" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

- (a) The following apply to all insurance requirements:

(i) Wayne RESA, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, Wayne RESA is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without Wayne RESA's approval, Wayne RESA may, after giving the Contractor at least 30-days notice, pay the premium or procure similar insurance coverage from another company or companies. Wayne RESA may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

- (b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect Wayne RESA from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(ii) waive all rights against Wayne RESA for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by Wayne RESA

(iv) obtain insurance, unless Wayne RESA approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by Wayne RESA. All policies of insurance must be issued by companies that have been approved to do business in Wayne RESA

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.

6.2 Subcontractor Insurance Coverage

Except where Wayne RESA has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 6.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

6.3 Certificates of Insurance and Other Requirements

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that Wayne RESA and its agents, officers, and employees are listed as additional insured's under each commercial general liability and commercial automobile liability policy. The Contractor must provide Wayne RESA Administrator with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 6.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and **MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER**. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to Wayne RESA Administrator.

7. Indemnification

7.1 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend, and hold Wayne RESA harmless from liability, including all claims and losses, and all related direct costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable subject to the limitations set forth within.

7.2 Employee Indemnification

In any claims against Wayne RESA, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors,

the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

7.3 *Patent/Copyright Infringement Indemnification*

(a) To the extent permitted by law, the Contractor must indemnify and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against Wayne RESA to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in Wayne RESA's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to Wayne RESA's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by Wayne RESA with appropriate credits to Wayne RESA against the Contractor's charges and reimburse Wayne RESA for any losses or costs incurred as a consequence of Wayne RESA ceasing its use and returning it.

(c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend Wayne RESA for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of Wayne RESA; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by Wayne RESA; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

7.4 *Continuing Obligation*

The Contractor's duty to indemnify continues in full force and effect, notwithstanding the expiration or early cancellation of the contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

7.5 *Limitation of Liability*

Neither the Contractor nor Wayne RESA is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this contract calling for liquidated damages; or to court costs or reasonable attorneys' fees awarded by a court in addition to damages after litigation based on this. Contractor's total liability under this Contract shall not exceed the amount billed to the District for a two-year period

8. Warranties

8.1 *Warranties and Representations*

The Contractor represents and warrants:

- (a) It is capable of fulfilling and will fulfill all of its obligations under this contract. The performance of all obligations under this contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this contract.
- (b) The contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the contract's requirements.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to Wayne RESA by Contractor or developed by the Contractor for this contract, and Contractor has all of the rights necessary to convey to Wayne RESA the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to Wayne RESA, nor their use by Wayne RESA, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.
- (d) If the Contractor procures any equipment, software, or other Deliverable(s) for Wayne RESA (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to Wayne RESA or its designees, or afford Wayne RESA the benefits of, any manufacturer's warranty for the Deliverable(s).

- (e) The contract signatory has the authority to enter into this contract on behalf of the Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to Wayne RESA or otherwise create an appearance of impropriety with respect to the award or performance of this contract. The Contractor must notify Wayne RESA about the nature of any conflict or appearance of impropriety within two days of learning about it.
- (h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of Wayne RESA would be influenced. The Contractor must not attempt to influence any Wayne RESA employee by the direct or indirect offer of anything of value.
- (i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Proposer for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this contract to any other Proposer before the award of the contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by the Contractor to Wayne RESA in connection with the award of this contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.
- (l) All written information furnished to Wayne RESA by or for the Contractor in connection with the award of this contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.
- (m) It will immediately notify Wayne RESA Administrator if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the contract is awarded.

8.2 *RESERVED*

8.3 *RESERVED*

8.4 *Warranty of Title*

The Contractor must convey good title to any Deliverable(s) provided to Wayne RESA. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which Wayne RESA, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

8.5 *Consequences for Breach*

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 8, Warranties, the breach may be considered a material default.

ALL MANUFACTURERS WARRANTY SHALL BE PART OF DELIVERED PRODUCT AND SERVICES. EXCEPT FOR AS SET FORTH HEREIN, CONTRACTOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS THE WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY

9. **Contract Administration**

9.1 *Issuing Office*

This Contract is issued by Wayne RESA on behalf of all counties and local units of government. Wayne RESA Administrator or designee is the only entity authorized to modify the terms and conditions of this contract, including the prices and specifications. The Contract Administrator will be designated at the time of the contract award.

9.2 *Contract Administrator*

The Contract Administrator will monitor and coordinate contract activities on a day-to-day basis.

9.3 *Contract Changes*

(a) If Wayne RESA requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the contract, the Contractor must notify Wayne RESA before performing the requested activities. If the Contractor fails to notify Wayne RESA, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the contract and then ceases performing that work, the Contractor must, at the request of Wayne RESA, retract any out-of-scope work that would adversely affect the contract.

(b) Wayne RESA or the Contractor may propose changes to the contract. If the Contractor or Wayne RESA requests a change to the Deliverable(s) or if Wayne RESA requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, Wayne RESA Administrator will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the contract (Contract Change Notice).

(c) No proposed change may be performed until Wayne RESA issues a duly executed Contract Change Notice for the proposed change.

9.4 *Price Changes*

Prices quoted on all bids, are the maximum for a period of 365 days from the date the contract becomes effective. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) Wayne RESA may request a review upon 30 days written notice that specifies what deliverable is being reviewed. At the review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then Wayne RESA may elect to exercise the next one-year option, if available.

(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then Wayne RESA may eliminate all remaining contract renewal options.

(f) Any changes based on the review must be implemented through the issuance of a Contract Change Notice.

9.5 *Covenant of Good Faith*

Each party must act reasonably and in good faith. Unless otherwise provided in this contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the contract.

9.6 *Assignments*

(a) Neither party may assign this contract, or assign or delegate any of its duties or obligations under the contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. Wayne RESA may, however, assign this contract to any other Wayne RESA, or local unit of government without the prior approval of the Contractor.

(b) If the Contractor intends to assign this contract or any of the Contractor's rights or duties under the contract, the Contractor must notify Wayne RESA and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. Wayne RESA may withhold approval from proposed assignments, subcontracts, or novations if Wayne RESA determines, in its sole discretion, that the transfer of responsibility would decrease Wayne RESA's likelihood of receiving performance on the contract or Wayne RESA's ability to recover damages.

(c) If Wayne RESA permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

9.7 *Criminal Background Checks*

Supplier hereby certifies that any employees, subcontractors and volunteers of the Supplier who will have duties related to the contracted services; have passed a Wayne RESA criminal history background check if required.

10. **Acceptance of Deliverables**

10.1 *Delivery Responsibilities*

Unless otherwise specified by Wayne RESA, the following are applicable to all deliveries:

(a) The Contractor is responsible for delivering the deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.

(b) The Contractor must ship the deliverable(s) "F.O.B. Destination, within Government Premises."

(c) Wayne RESA will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

10.2 *Process for Acceptance of Deliverable(s)*

Wayne RESA's review period for acceptance of the deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify Wayne RESA's review period, it is by default 30 days for a deliverable (Wayne RESA Review

Period). Wayne RESA will notify the Contractor by the end of Wayne RESA Review Period that either:

- (a) the deliverable is accepted in the form delivered by the Contractor;
- (b) the deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the deliverable.

If Wayne RESA delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the deliverable(s) with an explanation that demonstrates all corrections have been made to the original deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected deliverable from the Contractor, Wayne RESA will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected deliverable.

10.3 Acceptance of Deliverable(s)

- (a) Wayne RESA's obligation to comply with any Wayne RESA Review Period is conditioned on the timely delivery of the deliverable(s). Wayne RESA Review Period will begin on the first business day following Wayne RESA's receipt of the deliverable(s).
- (b) Wayne RESA may inspect the deliverable to confirm that all components have been delivered without material deficiencies. If Wayne RESA determines that the deliverable or one of its components has material deficiencies, Wayne RESA may reject the deliverable without performing any further inspection or testing.
- (c) Wayne RESA will only approve a deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. Wayne RESA may, in its discretion, conditionally approve a deliverable that contains material deficiencies if Wayne RESA elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct within a reasonable time at the Contractor's expense, all deficiencies in the deliverable that remain outstanding at the time of Wayne RESA approval.
- (d) If, after three opportunities the Contractor is unable to correct all deficiencies, Wayne RESA may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional amount equal to 10% of Wayne RESA's cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, Wayne RESA cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat Wayne RESA Review Period that could reasonably have been discovered during a prior Wayne RESA Review Period.
- (e) Wayne RESA, at any time and in its reasonable discretion, may reject the deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

11. Stop Work Order & Termination

11.1 Stop Work Order

Wayne RESA may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, Wayne RESA must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order.

11.2 Termination of Stop Work Order

The Contractor must resume work if Wayne RESA terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to Wayne RESA; provided that, Wayne RESA may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 9.3, Contract Changes.

11.3 Allowance of the Contractor's Costs

If Wayne RESA fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 11.6, Termination by Wayne RESA, and Wayne RESA will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. Wayne RESA is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 11.1, Stop Work.

11.4 Notice and Right to Cure

If the Contractor breaches the Contract, and Wayne RESA, in its sole discretion, determines that the breach is curable, Wayne RESA will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. Wayne RESA does not need to provide notice or an opportunity to cure for successive or repeated breaches or if Wayne RESA determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

11.5 Termination for Cause

(a) Wayne RESA may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails

to cure a breach within thirty (30) days from written notice of breach provided by Wayne RESA

(b) The Contractor must pay all reasonable costs incurred by Wayne RESA in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs Wayne RESA incurs to procure the deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If Wayne RESA partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which final acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If Wayne RESA terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 11.6, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

11.6 Termination for Convenience

Wayne RESA may fully or partially terminate this Contract for its convenience if Wayne RESA determines that a termination is in Wayne RESA's best interest. Reasons for the termination are within the sole discretion of Wayne RESA and may include: (a) Wayne RESA no longer needs the deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for Wayne RESA; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any solicitation issued by Wayne RESA. Wayne RESA may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If Wayne RESA chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverable(s) that are terminated.

11.7 Termination for Criminal Conviction

Wayne RESA may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a Wayne RESA, public, or private Contract or subcontract.

11.8 Rights and Obligations upon Termination

(a) If Wayne RESA terminates this Contract for any reason, the Contractor must:

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that Wayne RESA may direct, to preserve and protect deliverable(s) or other Wayne RESA property in the Contractor's possession;
- (iii) return all materials and property (including all data) provided directly or indirectly to the Contractor by any entity, agent, or employee of Wayne RESA;
- (iv) transfer title in and deliver to Wayne RESA, unless otherwise directed, all deliverable(s) intended to be transferred to Wayne RESA at the termination of the Contract (which will be provided to Wayne RESA on an "As-Is" basis except to the extent Wayne RESA compensated the Contractor for warranty services related to the materials);
- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
- (vi) take all appropriate action to secure and maintain Wayne RESA information confidentially.

(b) If Wayne RESA terminates this Contract under Section 11.6, Termination for Convenience, Wayne RESA must pay the Contractor all charges due for deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by Wayne RESA. All completed or partially completed deliverable(s) prepared by the Contractor, at the option of Wayne RESA, become Wayne RESA's property, and the Contractor is entitled to receive equitable compensation for those deliverable(s). Regardless of the basis for the termination, Wayne RESA is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to deliverable(s) not actually completed.

(c) If Wayne RESA terminates this contract for any reason, Wayne RESA may assume, at its option, any subcontracts and agreements for deliverable(s), and may pursue completion of the deliverable(s) by replacement contract or as Wayne RESA deems expedient.

11.9 Reservation of Rights

In the event of any full or partial termination of this contract, each party reserves all rights or remedies otherwise available to the party.

11.10 Contractor Transition Responsibilities

If this Contract terminates under, Termination by Wayne RESA, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to Wayne RESA or a third party

designated by Wayne RESA within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation.

11.11 Termination by Contractor

If Wayne RESA breaches the contract and the Contractor, in its sole discretion, determines that the breach is curable, the Contractor will then provide Wayne RESA with notice of the breach and a time period (not less than 30 days) to cure the breach. The Contractor may terminate this Contract if Wayne RESA: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach.

ATTACHMENT A – PRICING

Contractor has been awarded an optional use contract to provide document storage solutions for local units of government and school districts within Wayne RESA, Michigan and surrounding areas. As a result of a competitive solicitation performed by Wayne RESA, municipalities and school districts have access to a pool of pre-qualified contractors available for document storage solutions. The vendors were competitively selected as having been qualified as defined during the Request for Proposals process. This contract enables public municipalities, non-profit organizations, and school districts to “piggyback” and purchase on an “as needed” basis from the food service equipment providers selected by this competitively awarded contract.

See Attachment A of Contractor’s proposal for pricing details.

[illegible]

January 27, 2023

Wayne RESA

DocuWare Solution Overview

We recommend **DocuWare** as a solution that will provide an efficient and effective method to file, retrieve, harvest data, and generate approval workflows to improve several processes. This solution will facilitate processing document information into a records management system for storage, life cycle retention, research, and analysis.

Key benefits to our recommended solution are increased the efficiency and effectiveness of managing, reporting, searching, and analyzing documents and records for your employees and end-customers via web-based access using a permissions-based interface over the internet.

Highlights of Toshiba’s DocuWare solution include:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Microsoft Gold Certified Partner • Entirely Web Based Solution that can be deployed on-premises or hosted • Flexible Scalable solution with modular configuration options | <ul style="list-style-type: none"> • Open architecture design for easy integration • Documents stored in native file formats • User-friendly interface with one-click indexing • All installation, training, and ongoing maintenance/support provided directly by Toshiba |
|---|---|

DocuWare is a proven digital Document Management System capable of processing, storing, and retrieving millions of documents. With over 11,000 DocuWare installations totaling over 400,000 users in over 50 countries, DocuWare is the best Document Management Systems in the world. DocuWare, a Microsoft Gold Solutions Partner, is easy to implement and use. **Solution simplicity and ease-of-use are critical goals towards obtaining user acceptance and adoption of new technology. Therefore, one of our primary goals is to automate but not alter the way OCHN employees go about their daily work.**

DocuWare is scalable, features tight security, and allows integration of all document types. Open system architecture is employed, which wards off obsolescence. DocuWare can be integrated with all SQL, MySQL, or Oracle database programs and most in-house applications. It uses standard web-based components, which provide for simple and inexpensive maintenance. As administrative needs expand, DocuWare’s modular design facilitates economical system expansion. Additionally, DocuWare offers one of the lowest Total Costs of Ownership (TCO) in the industry. In other words, DocuWare offers high functionality and low start-up costs.

DocuWare 7.5 is the cornerstone of the DocuWare product suite. Using this document management solution, you will be able to electronically store and organize all kinds of documents — from accounting records to correspondence, human resources to e-mail, and much more. DocuWare is widely known for its complete functionality, simple administration, and usability, seamless integration, and security. DocuWare has numerous certifications including: ISO 9001, ISO 27001, Microsoft Gold Certified Partner, SAP, Oracle, US Department of Defense 5015, among others. To support DocuWare, Toshiba provides employees that are DocuWare Certified Engineers. The Toshiba Engineers for will provide implementation

DocuWare Success

Since 1988 when the first version of was released, DocuWare has been deployed through over 11,000 installations totaling over 400,000 users in over 50 countries.

Toshiba is the number one reseller of DocuWare in the Americas.

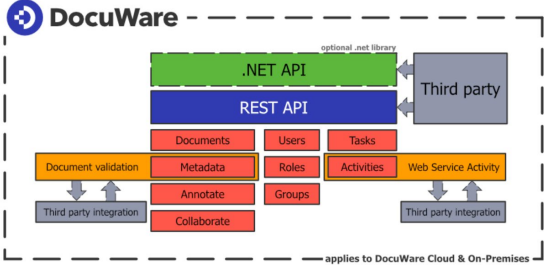
services and on-going support requests. Toshiba is DocuWare's largest partner in North America and is a DocuWare Diamond Club member known for our Content Services expertise and delivery.

When teamed with Toshiba, the number one reseller of DocuWare in the Americas, you will be able to successfully implement an Integrated Document Management System meeting all your requirements today and be versatile enough to grow in the future. Toshiba does not use 3rd party providers for DocuWare services to provide a direct line to consulting and technical services under the Toshiba umbrella for a single source of accountability.

1.3 Requirements

Proposer shall complete the Features Specification Table in Section 1.3.1, indicating if their solution supports the requirement or does not support the requirement in each row by checking the corresponding table cell. For responses, indicating, “Supported”, Proposer shall provide comments demonstrating how they will meet/support the requirement. For responses, indicating, “Not Supported”, comments are optional.

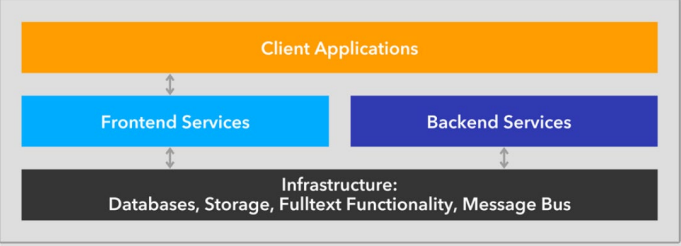
1.3.1 Features Specifications

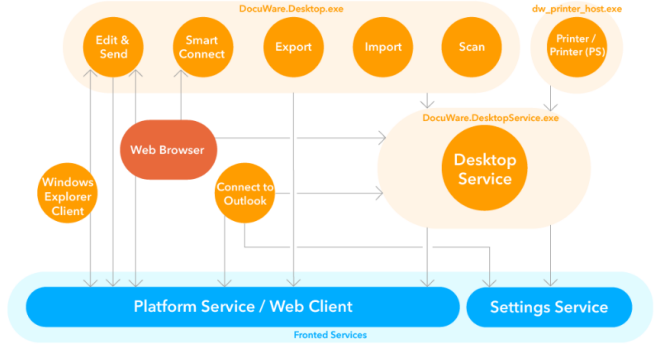
	Supported	Not Supported	Comments
1. Platform solution			
a. <u>Vendor Hosted Solution</u>			
i. Describe the location of repository	X		Microsoft Azure Data Centers – Replicated six (6) times at multiple facilities
ii. Technical Specifications: Provide details here or attach a document from review.	X		 <p>DocuWare - ——— applies to DocuWare Cloud & On-Premises ———</p> <p>Introduction</p> <p>The below information can be found at help.docuware.com</p> <p>If you would like to know more about other technical aspects of DocuWare, go to the DocuWare Knowledge Center to find additional White Papers on Integration, Security, Intelligent Indexing, Electronic Signatures and DocuWare Cloud.</p>

	Supported	Not Supported	Comments
			<p>Document management and workflow automation with DocuWare</p> <p>DocuWare is a modern document management system for professional enterprise content management and workflow automation. DocuWare lets you access and process your documents and the important information they contain anytime, anyplace. The DocuWare system architecture stands out due to full multi-client capability, its service-oriented structure and cutting-edge technology for web and mobile applications.</p> <p>DocuWare is based on the normal workplace environment and familiar working procedures. Documents such as invoices, delivery notes or contracts can be indexed, archived and thus made available and processed for all purposes in a fully automated manner. They are first gathered in electronic document trays, a little like the in-tray on your desk. Then you can edit the documents as usual – you sort them, clip them together if necessary, and add notes, comments, signatures, or stamps.</p> <p>Finally, the documents are always stored in digital archives, the file cabinets. These file cabinets form what is known as the document pool. It is up to you how many file cabinets to create and how they are organized – you decide what makes sense for your company. Using the highly efficient index functions, all types of documents are always filed in the right place and displayed on screen with a few clicks.</p> <p>Thanks to its automation and integration capabilities, you always have all documents at hand and easily use their data in your workflows and with all kinds of integrations.</p>

	Supported	Not Supported	Comments
			<p>The DocuWare Knowledge Center tells you all about the different applications.</p> <p>DocuWare for an on-premises installation is sold according to a licensing model that offers a basic solution and add-on solutions. Function bundles can be bought later as licensed modules.</p> <p>Fit for the future thanks to cutting-edge technology and integration capability</p> <p>DocuWare uses the latest technologies in programming and designing its system architecture. As a modern enterprise content management system, DocuWare is always one step ahead of the present to meet the varied user requirements of tomorrow. Therefore, you can smoothly integrate it with all kinds of business applications, such as your accounting system. Integration with DocuWare is done via simplified, wizard-guided configuration. You can also benefit from the special DocuWare connectors or integrate customized programming.</p> <p>DocuWare works on a browser, to use its Web client, you just need an internet-capable device with a browser. Therefore, you can use DocuWare across all platforms: The system can be called up on Windows, Mac OS and Linux devices. Only in a few cases are local Windows applications needed; these are brought together in DocuWare Desktop Apps, which can easily be managed centrally.</p> <p>The DocuWare Web Client is based on HTML5 technology and thus supports all standard browsers, even for highly complex operating scenarios.</p>

	Supported	Not Supported	Comments
			<p>DocuWare works with open communication standards and uses HTTPS between the components, mostly either based on the REST (Representational State Transfer) or SOAP (Simple Object Access Protocol) technology.</p> <p>The mobile applications of DocuWare are available in iOS and Android, and thus on all key platforms. To install DocuWare, the latest Windows versions are always supported and for the databases, all key server technology in a large number of versions, namely MS SQL, MySQL, and Oracle.</p> <p>DocuWare Cloud and DocuWare as an on-premises solution are based on the same code, so both solutions offer an almost identical range of functions. On-premises customers also benefit from technological enhancements for DocuWare Cloud, for example in performance, stability and scalability.</p> <p>Three-tier architecture</p> <p>The DocuWare Server architecture is divided into three tiers:</p> <p>Frontend services</p> <p>A part of the application logic is found in several services of the frontend role.</p> <p>Backend services</p> <p>Another part of the application logic is found in several services of the backend role.</p> <p>Infrastructure (storage locations, databases, fulltext functionality, message bus)</p> <p>In principle, several servers share common resources on one or more central background servers.</p>

	Supported	Not Supported	Comments
			<p>The frontend and backend roles are installed with DocuWare setup.</p> <p>The three layers of the DocuWare system architecture communicate with the client applications via the frontend services. All dialog-oriented functions run in the browsers of the workstation systems and mobile devices used in the client applications.</p> 
b. <u>On Premise Solution</u>			
i. Describe possible location of the repository	X		For On Premise, you would provide the hosting platform at your location, or can host in any current hosting provider of choice
ii. Technical Specifications: Provide details here or attach a document from review.	X		Dee Above Technical Specifications. On Premise vs Cloud is the same software
c. End User Technical Specifications: Provide details here or attach a document from review.	X		

	Supported	Not Supported	Comments
			 <p> Desktop Service: Desktop Service is required for operating DocuWare Desktop Apps. It runs once on each computer connected to a DocuWare installation and establishes the connection between DocuWare Desktop Apps and DocuWare servers. The service serves as host for various local services and allows them to access interfaces. </p> <p> The Desktop Service retrieves the processing configurations for importing, processing, and storing documents in DocuWare from the Settings Service. </p> <p> The Desktop Service transfers the documents to the Platform Service for storage in the file cabinet. The fulltext generated by the DocuWare Desktop Apps is also stored at the storage location by the Desktop Server using the Platform Service. </p> <p> The component is installed with the Client setup as part of the Desktop Apps. </p>

	Supported	Not Supported	Comments
			<p>Edit & Send: The Edit & Send application allows DocuWare Web Client to open and edit documents in the user's default application for the corresponding file type and to transfer documents to the standard email client.</p> <p>The application runs in the background without any user interface.</p> <p>Export: With DocuWare Export, you export index data of documents for data exchange with third party applications. This is especially useful to integrate DocuWare with ERP and accounting systems. For example, export invoice index data to import them into your accounting system. Any accounting and ERP system capable of accepting a flat CSV file as input can utilize the data export.</p> <p>DocuWare Export is configured in DocuWare Configuration under Export Data.</p> <p>Exports are started using the DocuWare Export app, which is a standalone Desktop App.</p> <p>Import: DocuWare Import monitors selected directories in the file system or network and moves the files stored there automatically to DocuWare document trays or file cabinets.</p> <p>Processing documents when importing, for example indexing, can be controlled using document processing configurations, which are determined in the DocuWare Configuration under Document processing.</p> <p>Printer: DocuWare Printer allows you to archive documents in DocuWare using the print function of your third-party applications. The documents can also be printed out on paper on a printer. Processing documents</p>

	Supported	Not Supported	Comments
			<p>when printing, for example indexing, can also be controlled using configurations, which are determined in the DocuWare Configuration under Document Processing.</p> <p>The component technically consists of a virtual print driver that generates PDFs. DocuWare Printer only appears in the printer list of third-party applications and is not a visual component by DocuWare Desktop Apps.</p> <p>Scan: With DocuWare Scan, the user can scan paper documents, import the document scans in DocuWare, and store them in the PDF/A long-term archiving format in his or her default document tray or in a DocuWare file cabinet. Any scanner installed on the user's PC (which has TWAIN and WIA drivers) can be used for this.</p> <p>The user defines the settings for Scan directly in the client application. In order to be able to store the documents in a DocuWare file cabinet, the user must also be assigned a suitable processing configuration, which is created in the DocuWare Configuration under Document Processing.</p> <p>Smart Connect: You can use DocuWare Smart Connect to connect any Windows application you like with the DocuWare file cabinet without any programming. It helps the user search for documents in DocuWare and index documents from third-party applications. To do this, Smart Connect reads content from the user interface of any application of your choice, and transfers this to DocuWare as a search or index entry.</p> <p>When applying Smart Connect, a configuration created in DocuWare Configuration is always executed.</p>

	Supported	Not Supported	Comments
			<p>Connect to Outlook: With Connect to Outlook, you archive your emails directly in DocuWare from Microsoft Outlook and use quick search to access stored emails. Configurations for Connect to Outlook are defined in the DocuWare Configuration.</p> <p>The component accesses the DocuWare servers using the Platform Service.</p> <p>Both the 32 and 64-bit versions of Microsoft Outlook as well as Office 365 are supported.</p> <p>Windows Explorer Client: The Windows Explorer Client integrates DocuWare file cabinets into the Windows file directory and shows the file cabinets in the folder file structure that users are accustomed to. The Windows Explorer Client is implemented as a Windows Explorer name range enhancement and loaded with this process.</p> <p>The component draws the connection information for the DocuWare system from DocuWare Desktop Apps. It receives the settings via the Settings Service. Windows Explorer Client accesses the DocuWare servers using the Platform Service.</p> <p>Administrative applications (Windows)</p> <p>The administrative applications are DocuWare Administration, Workflow Designer, User Synchronization, URL Creator, and Index Cleaner.</p> <p>DocuWare Administration: DocuWare is administrated using DocuWare Configuration and DocuWare Administration. Use the DocuWare Administration to set up your DocuWare system and manage a certain part of the settings. The application calls up the required</p>

	Supported	Not Supported	Comments
			<p>information directly from the backend servers, especially from the Authentication Server. Administration is divided into two areas:</p> <p>Under "DocuWare System," you can find general settings for the items:</p> <ul style="list-style-type: none"> • DocuWare Server • Database connections • Document storage locations • External user directories • Backup <p>Web connections</p> <p>Under "Organizations," you can find settings for the items:</p> <ul style="list-style-type: none"> • Licenses • Web instances • File connections • User administration • File cabinets: Disk management <p>DocuWare Administration can run on any computer which has access to the backend servers. Every user with access to the .exe file can start the program. However, depending on the permissions a user has been granted, certain nodes, menus, and dialog boxes may not be visible. Data that is being edited by one user is locked for other users and can only be accessed in read-only mode. You make all other general settings and security settings in the DocuWare Configuration.</p>

	Supported	Not Supported	Comments
			<p>Workflow Designer: The Workflow Designer component allows you to create, edit, and publish workflow configurations for the Workflow Manager module. When you use Workflow Manager, a previously created configuration is always run, and a new instance of the workflow is therefore created each time.</p> <p>Among other things, which task is to be completed and which decisions are to be made in it are specified in a workflow configuration. In addition to a user or role, a task may also be assigned to a substitution rule.</p> <p>You can export a workflow and import it into another file cabinet. The selected file cabinet can belong to your organization or be in another system. The import is possible as a new workflow or as a new version. It is essential that the source and target file cabinets match for an import.</p> <p>The Workflow Designer calls up the settings from the Background Process Service and other backend services using the Settings Service.</p> <p>Workflow Designer forwards all information for workflow task lists in the Web Client using the DocuWare Platform Service.</p> <p>The component draws the connection information for the DocuWare system from DocuWare Desktop Apps.</p> <p>User Synchronization: With this component, you automatically synchronize users and groups with your DocuWare system from Microsoft Active Directory via LDAP (Lightweight Directory Access Protocol) or from Microsoft Graph.</p>

	Supported	Not Supported	Comments
			<p>The user synchronization does not obtain the connection information to the DocuWare system from the Desktop Apps, but these must be explicitly specified and stored. This ensures that the user synchronization is performed without the Desktop Apps and unattended.</p> <p>URL Creator: The DocuWare URL Creator is a wizard for creating URL integration. The tool automatically compiles the URL and adopts the Base64 coding required for certain parameters and the encryption.</p> <p>Index Cleaner: Index Cleaner is a wizard for cleaning file cabinet index entries for which various spellings have accumulated.</p> <p>The component draws the connection information for the DocuWare system from DocuWare Desktop Apps.</p> <p>Mobile clients</p> <p>With DocuWare mobile clients, also called Apps, you access DocuWare directly from your mobile device, whether using iOS or Android.</p> <p>DocuWare</p> <p>You can also access all documents, participate in workflows and store documents, images and files on your smartphone, even from other apps. The free app is connected to your DocuWare system via QR code.</p> <p>The app requires an active connection to your DocuWare system. Files are stored locally on the mobile device.</p> <p>DocuWare Mobile connects directly to the platform service.</p>

	Supported	Not Supported	Comments
			<p>PaperScan</p> <p>With the PaperScan app, you can scan documents with the highest quality and upload them to Dropbox, Google Drive or DocuWare, allowing other users to access them when needed. The scans are only stored locally. Only when the user stores them in one of the cloud services mentioned above, the data is transferred to an external server.</p> <p>PaperScan connects directly to DocuWare's Platform Service.</p> <p>Frontend services</p> <p>The DocuWare Frontend Services are based largely on the Internet Information Services (IIS), a service platform by Microsoft. This allows the services to be easily operated with TLS/SSL encryption by adjusting the IIS configuration.</p> <p>The following sections provide information about the components associated with the DocuWare Web Servers:</p> <ul style="list-style-type: none"> • Platform Service and Web Client • Settings Service • Identity Service • Load balancing is possible for all three services. <p>Information on installing and managing the Web Servers can be found in the Server Setup section.</p>
i. Scanner hardware compatibility	X		<p>With DocuWare Scan you scan your documents, import them into DocuWare and store them in the long-term archiving format PDF/A in your system. Any scanner installed on your PC (which has TWAIN and WIA drivers) can be used for this.</p>

	Supported	Not Supported	Comments
ii. Support for network attached multi-function copiers	X		All current network attached devices can be used to scan into DocuWare by using scan to email, or scan to network folder that is monitored by an import job watching the specific folders.
d. Flexible Architecture for folders and files	X		Standard Functionality
e. Multi-tenant capable - allowing one entity to manage multiple instances belonging to affiliated organizations	X		DocuWare supports Microsoft SQL, MySQL, and Oracle databases in multiple load-sharing configurations. The client is browser-based for any browser environment. You can also deploy a complete document management and workflow automation solution — without worrying about application servers, storage hardware, complex middleware, lengthy IT engagements or high initial investment.

	Supported	Not Supported	Comments
2. Secure - Access Control & Monitoring - The following specifications seek to understand how the system provides login, data controls, audit logs and secure access to data.			
a. User Security			
i. Capable of Multi-Factor Authentication (MFA) or SSO	X		Standard Functionality
ii. Log every action	X		Standard Functionality
iii. Support of flexible security (granular, by page, permissions)	X		Standard Functionality
iv. Role / Permission User security “Granular rights Management”	X		Standard Functionality
b. Backup option for local storage to be offline, off net	X		We offer Hybrid, Cloud can be backed up to on premises
c. Backup option for cloud services	X		Cloud is already backed up six (6) times in the Microsoft data centers

	Supported	Not Supported	Comments
d. Password policy options, if SSO not enabled	X		DocuWare has a rich set of policy options when SSO is not enabled, including automatic log out, max password length, max failed login in attempt settings, password expiration, password expiration time, complex passwords
e. Encryption options	X		<p>All documents archived in DocuWare Cloud are automatically encrypted using the Advanced Encryption Standard (AES). Documents migrated from DocuWare on-premises systems can be encrypted subsequently. AES is a symmetric encryption method that meets the highest security requirements. For example, it is approved for use by the US government as the encryption standard for documents with the highest security clearance level (top secret).</p> <p>In the AES procedure, an asymmetric key pair is generated for each file cabinet. The private key is used in turn to encrypt the symmetric keys which are created when the documents in a file cabinet are encrypted. The private key of the file cabinet is then encrypted again with a master key.</p> <p>For maximum protection, DocuWare uses a 256-bit key length for encryption with AES. A key length of 1024 bits is used to encrypt the symmetric keys. A new symmetric key is generated for each document. This means that even during cryptanalysis, no patterns can be detected, and no keys can be calculated.</p>
f. Describe systems independent testing of security vulnerabilities. Please provide by which company/organization.	X		DocuWare is SOC 2, which can be provided upon completion of an NDA with DocuWare.

	Supported	Not Supported	Comments
3. Secure - Data Lifecycle Management - The following specifications seek to understand the system supports current storage, retention and destruction standards.			
a. Meets State of Michigan Record retention requirements (i.e. Flagging retention duration and compliance for destruction)	X		We can set the system to auto-purge your records based on passage of time, or route via workflow for a second or third set of eyes to ensure you truly want to delete.
b. Ability to freeze all documents for Legal hold	X		Type of freeze can be determined; we can pull all rights away to a document or document set so nothing can be done, and it's simply view only.
c. Ability to archive historical documents as "inactive"	X		Standard functionality
d. Describe standards of encryption supported in databases, systems, or applications.	X		<p>Encryption</p> <p>If you use individual, fixed URLs, you can encrypt and decrypt them using the DocuWare URL Creator (see section DocuWare URL Creator). If you encrypt the encryptable parameters yourself, because the URLs need to be generated "on the fly", you can use either GAPI or the encryption algorithms in section Encryption Algorithms.</p> <p>Encryption Algorithm</p> <p>Please note that some parameters need to be base64URL-coded for the encryption. For more information, refer to section <u>URL Parameters</u>.</p> <p>URL Encryption</p> <p>This uses a symmetric encryption algorithm.</p> <p>Advanced Encryption Standard (AES) in accordance with specification FIPS-197 is used for the encryption, with the following parameters:</p> <ul style="list-style-type: none"> Block Size = 128 Bits Cipher size = CBC (Cipher Block Chaining)

	Supported	Not Supported	Comments
			<ul style="list-style-type: none"> • Initialization vector (IV) = 128 bits • Key length = 256 bits • No salt • Keys <p>An AES key with 256 bits and an initialization vector (IV) with 128 bits are used for encryption/decryption. The key and the initialization vector must also be known to the external application. Passphrases are used for this. DocuWare uses this passphrase to calculate the key and the initialization vector. The passphrase is encrypted and stored as a property in the settings of the Web integration. The administrator must also enter and encrypt the passphrase in the external application.</p> <p>The following algorithm is used to ascertain the AES key and the initialization vector from the passphrase:</p> <p>Ascertaining an SHA-512 hash from the passphrase (result 512 bits). This can be implemented in .NET using the SHA512Managed-class and is also supported by Java and PHP. Third-party add-ons are available for JavaScript.</p> <p>Use the first 256 bits (32-bytes array) for the AES key.</p> <p>Use the following 128 bits (16-bytes-array) for the initialization vector.</p> <p>URL Integration in Outlook</p> <p>You can easily integrate a URL integration in Outlook. This allows you for example to integrate a DocuWare task list in Outlook. This is particularly convenient for people who work in Outlook a lot, as it allows them to see all the documents to be processed in DocuWare, for example all invoices to be approved, from an Outlook folder.</p>

	Supported	Not Supported	Comments
			<p>Emails archived in DocuWare can also be displayed in Outlook via a URL Encryption</p> <p>If you use individual, fixed URLs, you can encrypt and decrypt them using the DocuWare URL Creator (see section DocuWare URL Creator). If you encrypt the encryptable parameters yourself, because the URLs need to be generated "on the fly", you can use either GAPI or the encryption algorithms in section Encryption Algorithms.</p>

	Supported	Not Supported	Comments
4. Secure - Data Ownership - The following specifications seek to understand data protection, privacy and ownership rights.			
a. Data is stored in compliance with CJIS standards	x		<p>DocuWare is tested regularly and certified by independent third-party institutions. The objective audits focus on security as well as processes.</p> <p>The product and the company comply with international, national and industry standards.</p> <p>Plus, certifications from other software developers and hardware manufacturers prove you can seamlessly and securely integrate DocuWare with many other applications.</p> <p>To work compliant in your business, you are on the safe side with DocuWare having also received many awards by expert organizations and specialist publications.</p>
b. Data is stored in compliance with HIPAA standards	X		<p>DocuWare is tested regularly and certified by independent third-party institutions. The objective audits focus on security as well as processes.</p>

	Supported	Not Supported	Comments
			<p>The product and the company comply with international, national and industry standards.</p> <p>Plus, certifications from other software developers and hardware manufacturers prove you can seamlessly and securely integrate DocuWare with many other applications.</p> <p>To work compliant in your business, you are on the safe side with DocuWare having also received many awards by expert organizations and specialist publications.</p>
c. Supports compliance with State and Federal Privacy Laws including but not limited to HIPPA, FERPA and Children's Online Privacy Protection Rule ("COPPA"), by ensuring only district authorized persons have access to Personally Identifiable Information (PII).	X		Due to DocuWare's nature and ability to secure information, it's a very useful tool to help organizations meet their compliance goals.
d. Describe Personal Identifiable Information(PII) collected for people including teachers, staff, students, others.	X		There is NO Personal Identifiable Information (PII) collected for any people, including teaches, staff, students and other in the DocuWare solution
e. Describe student data collected and the purpose.	X		No student Data is collected for any means or purpose. It is your data.
f. Do you share student or staff data with any third party? If so, why?		X	No – No data is shared unless it's shared or exposed during a support call. All our employees have been thoroughly vetted, including background checks and subject to NDAs.
g. Have you taken the Student Privacy Pledge (SPP)?		X	No, but we would not be against taking the SPP should this be a requirement of bid award
h. Data must be property of District and Export provided upon request with indexing	X		All data in the system is owned by the customer. At any point in time, (with permission) you can export your images and index information.

	Supported	Not Supported	Comments
i. Do you have a hold harmless agreement (HHA) that you can provide in this response? Please include.		X	Hold harmless is addressed in CoPro Terms and conditions Section 7.
j. Do you notify your customers of changes in any of the above sections of Data Governance? If so, what is your method of notifications?	X		DocuWare and/or Toshiba will notify all clients (as necessary) regarding changes in data governance. Notifications are typically administered via email.
k. How is student data stored, where (location) and how is it protected?	X		<p>Student data and documents are store in their respective file cabinets in their respective Azure hosting facilities. Your data is secure through the encryption of documents and communication, a sophisticated rights concept, access restrictions, and security audits.</p> <p>Document encryption</p> <p>All documents archived in DocuWare Cloud are automatically encrypted using the Advanced Encryption Standard (AES). Documents migrated from DocuWare on-premises systems can be encrypted subsequently. AES is a symmetric encryption method that meets the highest security requirements. For example, it is approved for use by the US government as the encryption standard for documents with the highest security clearance level (top secret).</p> <p>In the AES procedure, an asymmetric key pair is generated for each file cabinet. The private key is used in turn to encrypt the symmetric keys which are created when the documents in a file cabinet are encrypted. The private key of the file cabinet is then encrypted again with a master key.</p> <p>For maximum protection, DocuWare uses a 256-bit key length for encryption with AES. A key length of 1024 bits is used to encrypt the symmetric keys. A new symmetric</p>

	Supported	Not Supported	Comments
			<p>key is generated for each document. This means that even during cryptanalysis, no patterns can be detected, and no keys can be calculated.</p> <p>Encrypting communication</p> <p>Within a data center used by DocuWare, all customer data is secured via a VPN (virtual private network). In addition, the network infrastructure is virtualized, and the virtual network is isolated from the outside.</p> <p>The current TLS protocol (successor protocol to SSL) is used to encrypt data traffic between users and the data center, provided it is supported by the browser used. TLS is used for all traffic based on HTTP (HTTPS) and TCP. This means that users can immediately see in their browser whether their connection is secure and validated: When the connection is secure, the URL address turns green (except in Google Chrome).</p> <p>For further protection against external attacks, there are additional security layers and functions, such as HSTS for protection against protocol downgrade attacks and cookie hijacking.</p>
I. Explain the backup process: Are the backups encrypted in transit, who has access to backups, and if we discontinue business with your company, are backups of our data purged?			<p>In the DocuWare cloud option, backups of documents are automatically created across two geographic locations to ensure access to content. Backups are encrypted in transit. In the on-premise option backups can be configured via best practices for backup available, which can be discussed. Data in the system is available for you to download, or migrate in the event of partnership cancellation. Once your documents are migrated, your data will be purged. You will have up to 90 days upon cancellation to remove your documents and content,</p>

	Supported	Not Supported	Comments
			however we can be open to negotiating a further time limit if required.

	Supported	Not Supported	Comments
5. Usable - Data Capture Controls - The following specifications seek to understand how the system efficiently enforces quality data capture.			
a. Searchable	X		When a file cabinet is created in DocuWare, you have the option to enable full text OCR on that file cabinet by simply check marking a box. This will allow you to search for all content across the document. You have the ability to control user access to search fields. Complete control is available all the way down to who has the ability or not to see any specific document or document type.
b. Describe system ability to edit/clean scanned documents	X		DocuWare's included scanning software interface provides the ability to auto-rotate & skew, delete blank pages, and treat each sheet as a new document. Once the document enters the DocuWare document tray, intelligent indexing can occur where the index data you need is identified and automatically extracted.
c. Describe system ability to auto-file scanned documents	X		DocuWare supports the ability to define zones on scanned documents to extract pertinent index information for automated storage. This is usually reserved for "structured" images where the data is found in a specific location. For "unstructured" scanning, the included DocuWare Intelligent Indexing component will read the document/image like a human would and find the data needed for indexing. NOTE: Document Scanning and all the features mentioned above are part

	Supported	Not Supported	Comments
			of the DocuWare product. They are not a bolt on or 3 rd party integration. Furthermore, there is ZERO limit on scan volume or amount of reads/extractions. It is unlimited!
d. Describe system ability to add comments/notes to documents	X		DocuWare provides the ability to add notes and annotations to documents. The ability to apply redactions, notes, annotations, stamps, etc.. is all controlled based on security. Notes can be free-form or structure similar to a rubber ink stamp being applied to a document. We support up to five (5) layers of annotations, meaning general user can have access to notes/annotations and managers/executives have access to other layers that general users would not be able to see.
e. Describe document level indexing and file/folder level indexing	X		When you create an electronic file cabinet in DocuWare you create the indexing values you plan to store and search documents by. Student Last Name, Student First Name, Student ID#, Document Type, Date, Status etc. can all be values. The naming convention is 100% up to you to keep consistency across organizations. Each document will be labeled with these index values and stored into the file cabinet. DocuWare has the ability to expose searching in two separate ways, a google type search where you enter the search terms and it exposes the results, or a e-file (windows explorer) type search, where you drill down into respective file cabinets. Once documents are stored, they will take their place in the respective file cabinet or file structure automatically. You set it up once and all documents follow the pre-defined path.

	Supported	Not Supported	Comments
6. Usable - Localized Data - The following specifications seek to understand how the system allows for the flexible or localized data elements.			
a. File and document tagging	X		DocuWare allows for full flexibility in the number and type of metadata that can be applied to documents to “tag” them, allowing unlimited metadata fields, of the type text, numeric, date, keywords etc.....
b. Describe ability to search and export documents with a shared tag or PII element	X		Documents with common metadata tags can be shared via a common query link. Once a set of documents with common tags have been identified via search, you can export them in native formats, or as a single unified PDF document, with without associated annotations.

	Supported	Not Supported	Comments
7. Usable - Reporting / Redaction - The following specifications seek to understand how the system supports sharing of summary and detailed data.			
a. <u>Easily view logs of every action including:</u>			
i. When a document was scanned or imported into the system (and by whom).	X		Fully supported, reports configured through “Audit Reports” module
ii. When and how a document was indexed, and/or reindexed (and by whom).	X		Fully supported, reports configured through “Audit Reports” module
iii. If and when a document was moved from one data collection to another (and by whom).	X		Fully supported. DocuWare records metadata changes, which is how a move of a document would be facilitated.
iv. If and when a copy was printed or uploaded (and by whom).	X		Standard Functionality
v. Is there an ability to limit printing of documents and/or watermarks for secured document?	X		Yes, we can turn these functions off for groups or specific users

	Supported	Not Supported	Comments
vi. Location / workstation the action was performed.		X	We record who the logged in user is, not what workstation they are on.
vii. If and when a document was viewed/accessed (and by whom).	X		Standard Functionality
viii. What searches were executed (and by whom), whether or whether not any documents were returned.	X		DocuWare Audit Logs will expose everything related to user access. Who logged in, searched, viewed, edited, checked out, etc..
b. Customized Reports: Audits, compliance view of data/transactions	X		All transaction and action information is logged in DocuWare and can be exposed through MS SQL reporting tools, or similar tools like Crystal Reports.

	Supported	Not Supported	Comments
8. Usable - Data Integration - The following specifications seek to understand how the system supports data integrations and exports.			
c. Access integration with existing Student Information Systems and Financial systems (i.e. use a piece of information from SIS to pull up folder or reference in document repository – Student ID)	X		<p>There are multiple ways to integrate with DocuWare. One way is using Smart Connect, which will enable screen capture to extract useful metadata from the application window and transfer that data into search (indexes) for image retrieval by DocuWare. #2 is using Auto Index which can grab index values from Student Information Systems to update index values (i.e. Status Change) that will then trigger the DocuWare workflow to start or continue a process. #3 is direct data integration. DocuWare has the ability to release data files to any application. We only need to know how the data format, structure and where to deliver the data. Furthermore, we have partnered with MAKE.COM to provide end-to-end integrations into ERP systems. With Make, we are able to provide end-to-end servicing with most all</p>

	Supported	Not Supported	Comments
			<p>applications from ingestion and extraction of image data, process through workflow and then release the data directly into the back-end ERP.</p> <p>Furthermore, there are times when applications “do not” provide the ability to accept data or integrate. Many times, these applications provide the ability to export data on a daily/nightly basis. We will use the exports for our ingestion purposes to integration purposes. If there is absolutely no way to get data into the ERP system, then this issue would be the same for any vendor.</p>
d. Application integration Student Information System (MISTAR-Q, Skyward, Illuminate, Powerschool, Edulink)	X		See above comment “c” regarding data/systems integration
e. Application integration ERP (SMART, Frontline, Red Rover)	X		See above comment “c” regarding data/systems integration
f. Application integration Other (Service Desk/Project Mangement - Jira, Slack, MS Teams)	X		See above comment “c” regarding data/systems integration
g. Michigan Data Hub	X		See above comment “c” regarding data/systems integration
h. Integration customization / creation process	X		We will work with you to fully understand all three (3) most common ways to integrate into any ERP as defined above.

	Supported	Not Supported	Comments
9. Usable - Data Relationship Mapping - The following specifications seek to understand any data object-relationship map available that supports conducting a data inventory.			
a. Describe documentation available to organize, catalog, and index documents and meta data	X		There are multiple ways to gain knowledge into this process.

	Supported	Not Supported	Comments
			<ol style="list-style-type: none"> 1. Work with your Toshiba team to gain knowledge and an understanding of the best ways to accomplish. 2. Visit our help guides at help.docuware.com 3. Post a topic on one of our community of DocuWare user forums to gain industry knowledge from your peers

	Supported	Not Supported	Comments
10. Trustworthy - Supporting Business Rules - The following specifications seek to understand how the system support district's documented business rules, workflow and processes.			
a. Describe ability to support workflow integrations	X		Toshiba has a full staff of workflow designers and engineers across the United States. When an issue arises, you simply contact our support staff or open an online ticket and one of our dedicated team members will engage and triage your workflow support request. Furthermore, we support any integrations to 3 rd party applications and will communicate with any 3 rd party vendors (if needed) on your behalf, so you have one point of contact and assurance through issue resolution.
b. Describe ability to customized business rules for workflows	X		<p>DocuWare Workflow Manager is a tool within DocuWare that enables you to design automation workflows with a simple, intuitive, drag n'drop interface.</p> <p>Identify the steps of a process, then connect them with actions. These actions can be automated based on business rules, or decision points for an employee. These</p>

	Supported	Not Supported	Comments
			<p>workflows are fully customizable at any point to optimize the flow of information through your team.</p> <p>A workflow controller oversees all tasks of all users and can intervene at any time. Also, a workflow history shows which decisions were made by which users within a workflow.</p> <p>DocuWare Workflow Manager empowers you to set up precise rules for handling documents, information and decisions with deep levels of control and transparency. For example:</p> <p>Assign tasks to either specific employees or general roles</p> <p>Specify substitution rules when a colleague is out of the office</p> <p>Use stamps and data fields to initiate next steps and add context to a document</p> <p>Leverage metadata to automatically route documents into the right queue</p> <p>Define the triggers that launch a workflow, such as submitting a web form, adding a certain document type like an invoice to a file cabinet, changing a document 's status, or when a certain due date has arrived</p> <p>Every employee involved in a workflow sees their tasks directly in the DocuWare client with special task lists. Email can also be used for new task updates. At a glance, you will see what steps are complete, and what tasks remain.</p>

	Supported	Not Supported	Comments
11. Trustworthy - Data Repair - The following specifications seek to understand how the system allows correcting data with auditing/documentation/proof.			
a. Describe ability to repair/correct data and capture appropriate auditing documentation	X		DocuWare provides the ability to search for bulk files, multi-select those files and change/correct index data on a bulk level. There is also a unique ability to do fuzzy searching on improper spelled index values where the system will find all similar values and allow you to clean them up (index cleaner utility). Audits comprise of every action in the system, exposing “who did what” by running a report. Anything from changing an index value, to opening a document along with workflow reporting is all standard features in the technology.
b. Ability to review and correct bulk updates and imports.	X		Standard Functionality

	Supported	Not Supported	Comments
12. Trustworthy - Data Restoration - The following specifications seek to understand how the system allows for restoration of incorrectly or improperly changed data.			
a. In the event of a data security breach, how quickly will you notify us- and what steps will you take?	X		Yes, in accordance with SOC 2 certification requirements, we will contact you as soon as possible, usually within 4 – 8 hours of the breach confirmation.
b. Retention Schedule tagging	X		Standard Functionality

	Supported	Not Supported	Comments
13. Optional Services:			

<p>a. Describe available Scanning Services for digitizing paper document stores.</p>	<p>X</p>		<p>The system fully supports scanning utilizing existing scan equipment or current MFP hardware. Furthermore, Toshiba provides backfile scanning services to all our clients. Depending on your need, we can provide white glove services, packing, cataloging, loading, delivering, scanning, storing and shredding of your files after a pre-determined amount of time. We provide a turnkey solution for all your document management and backfile scanning needs.</p>
<p>b. Describe available and included Training Services</p>	<p>X</p>		<p>Each solution implementation comes with end user training and system administrator training. User training will focus on all aspects of system interaction from a user standpoint, along with tips and tricks on how to quickly navigate through the system. System Administrator training covers how to add/delete users, checking system storage, reporting and how to navigate the system from an administrator point of view. Advanced system administrator training, workflow administrator training and certification trainings are all available to you. Additional costs may apply.</p>
<p>c. Describe available and included Workflow creation services initially and ongoing.</p>	<p>X</p>		<p>DocuWare workflow designer is a comprehensive toolset for identifying and transitioning some of your most comprehensive work processes into an automated format. Toshiba has a team of certified workflow designers that are uniquely skilled to identify a business process and transition it into an electronic state. We can quote out workflows individually, or work with you in a train the trainer approach so your team can become experts in diagnosing and delivering workflows.</p>

d. Describe available Secure form creation tools and process	<u>X</u>		The DocuWare Form designer is a point/click interface that allows you to create and expose and convert some of your most comprehensive paper forms to a digital format. We can provide form generation and rollout services as needed or implement a train the trainer approach so your staff and team can quickly address and roll out needed forms.
e. Describe available and included Data migration services	<u>X</u>		Toshiba and it's dedicated team can engage and provide data migration services using the powerful DocuWare workflow engine. We also have other internally created utilities to get data out of some of the most sophisticated and locked down system that encrypt (place a odd wrapper format) around document and or files.
f. Describe support for capture and management of Digital Signatures	<u>X</u>		DocuWare directly integrates with many available e-signature platforms, such as DocuSign, Verisign and many other e-signature solutions. Furthermore, we can password protect internal signatures that can be applied to any document for internal signature processing.

1.3.2 Statewide Cooperative Contract

Wayne Resa is working with the Michigan Association of Counties CoPro+ program on this bid solicitation. If your bid meets the minimum qualifications, is responsive and responsible and offers competitive pricing you may be considered and approached to extend a term agreement and pricing to other public entities within the county, the region, and the state, in accordance with Michigan Compiled Laws 124.504. This process is called “piggybacking”; it offers tremendous value to public ordering entities regarding the cost and time to manage an end-to-end purchasing event. This process also offers exceptional value to selected vendors in terms of their company’s resources and time to respond to multiple solicitations from various public entities who have a similar need for their products or services.

All pricing submitted to Wayne RESA and its participating entities shall include a 2% administrative fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor’s responsibility to keep all pricing up to date and on file with Wayne RESA/CoPro+. All price changes shall be presented to Wayne RESA/CoPro+ for acceptance, using the same format as was accepted in the original contract.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes ☐ No

1.3.3 Solution Questions

The Proposer shall provide a summary that should describe the following:

- a) Key differentiators in service offerings, account management, and value-added services proposed by your company
- b) Your understanding of the scope of requirements and the level to which your proposal has met the requirements
- c) Your approach to meeting the requirements and a description of any services you are proposing to provide as part of your proposal.

Proposer Response:

Upon receiving and reviewing this RFP, Toshiba Business Solutions, along with DocuWare Corporation are proposing the DocuWare Cloud offering that will provide the best overall approach to accommodate your RFP requirements.

The way the DocuWare software is designed, provides companies the ability to copy file cabinet structures, copy workflows, copy forms, etc. This structure will be very valuable to RESA. Once the master system is designed, we can copy the entire system architecture to a new cloud instance within hours. The only thing that would be required to set up is the new users per district and their access

rights and new end-user training. Toshiba is proposing to work directly with RESA to design and set up this master system, by gaining input from your team/staff, along with current districts that are interested in this solution. Once the “master system” is built, we can simply copy/roll out the system foundation to any new entities that join the solution. These systems will be independent of each other, however, will have the exact same configurations, cabinet structures, workflows and form integrations. We feel this will provide a greater level of up-time to all organizations and provide an easier way to support the districts on the systems. The only differences would be users and data integrations to ERP systems which is mainly controlled by export files. By using this vision, the risk of application issues will reduce and ensure any issues are isolated to a specific system, vs system wide. In a combined system, a version upgrade could potentially knock out the utilization of all districts. Yes, we will provide Test and/or DR systems, however there is never a guarantee that when the new versions are rolled out that everything is perfect. Minimizing exposure in system issues that could relate to downtime is in everyone’s best interest. Any changes or additions to the districts would be handled in the master system and once ready, can be rolled out to each independent system in a controlled environment.

1.3.4 Comprehensive List of Assumptions Rather than have assumptions be scattered throughout the proposal, Wayne RESA requires that all assumptions be listed and explained in this section. Please ensure that all assumptions listed reference the appropriate section of the RFP and/or associated services.

Proposer Response:

Section 4 – Secure Data Ownership -

Toshiba will take the Student Pledge upon award issuance.

Section 4 – Secure Data Ownership – Hold Harmless agreements may be negotiated if required

Section 7 – Usable – Reporting/Redactions (vi.) We do not log location or workstation action was performed but know who the user was when the action took place. We could look to include IP address of machines should this be a requirement but would be a custom report added to the system.

Based on System Proposed, each organization will have a Cloud instance with all currently available DocuWare Modules, and forty (40) user licenses to access the system. – Base Bid Licensing 1 agreement

Toshiba Business Solutions will be the main implementor and support arm for this bid. DocuWare would be secondary

The MacHuron Master Agreement HV-600/985-011821-H is incorporated by reference.

Please also see attached pg. 62 "Table of Exceptions and Clarifications".

1.4 Production Specifications

1.4.1 Reservation of Rights

All products being bid shall be certified as new and unused. Please bid the product lines of nationally recognized manufacturers. However, the Wayne RESA will evaluate the merits of all bids submitted and

reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Wayne RESA further reserves the right to waive any irregularity or informality in the RFP process or any bid, and the right to award to one or multiple vendors. Wayne RESA reserves the right to add or delete products from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Wayne RESA may use the individual product cost, or the sum of groups of products, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Wayne RESA reserves the right to request additional information from any or all Proposers. Wayne RESA also reserves the right to select one or more vendors to award a contract to under this RFP. In the event a bid is accepted by Wayne RESA and the vendor asserts exceptions, special considerations or conditions after acceptance, Wayne RESA, in its sole and absolute discretion, reserves the right to reject the bid and award other Proposer(s).

1.4.2 Competition Promoted

The name of a model, manufacturer or brand in Wayne RESA bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Proposers may offer a variety of brands and models, as it is the intent of Wayne RESA to provide a multitude of options to the eligible agencies. Wayne RESA expects all supplies, materials, equipment or products bid to meet or exceed the specifications set forth in this RFP. Further, it is Wayne RESA's intent that this RFP permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, materials, equipment or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. Wayne RESA, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Proposer meet the specifications contained in this RFP and possess equivalent and/or better qualities. It is the Proposer's responsibility to notify Wayne RESA in writing if any specifications or suggested comparable equivalent products/brands require clarification by Wayne RESA prior to the due date for bids.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes
 ☐ No

1.5 Product Specifications

All products furnished must be in conformity with the participating agency requirements and specifications and will be subject to inspection and acceptance by the individual customers at delivery. The right is reserved to reject and return at the risk and expense of the vendor.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes
 ☐ No

1.6 Service Capabilities

1.6.1 Communication Plan/Contract Management

Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

Proposer Response:

Toshiba conducts account reviews with all our major account clients a quarterly basis during steady state. During these meetings, we review our performance to ensure mutually identified goals are being met and/or exceeded. Toshiba provides a variety of management reports that narrate or illustrate information regarding utilization levels, install and removals, service, and other key metrics.

Toshiba uses not only formal channels of communication but also encourages our managers to develop close working relationships with our clients, so they are comfortable calling or e-mailing whenever they have a question or encounter a problem. We also encourage our service providers to establish a rapport with the end- users of our services, which includes impromptu, informal discussions.

Changes to corporate leadership, structure or acquisition is public knowledge and is announced to the public and our shareholders. These changes should have no effect on this agreement.

Toshiba proposes the following management protocol for incident response:

1. *ISSUE MANAGEMENT-Client submits an incident ticket with Toshiba's Dispatch (877-338-8227), or through the dedicated web portal.*
 - a. *Toshiba will respond with helpdesk staff within 30 minutes of call*
 - b. *If problem cannot be resolved by help desk staff, Toshiba will escalate the call to our Regional, and National helpdesk. At any level the responding Engineer may solicit help from DocuWare's National help desk.*
 - c. *Upon resolution, the escalated level will respond downstream to the client, Toshiba POC, and Dir. of Operations notifying all a resolution has been reached.*
 - d. *Toshiba will provide documentation detailing findings, and resolution.*
2. *CONTRACT PERFORMANCE-Toshiba will assign an internal Project Manager and document the entirety of the roll out, implementation, testing, training, and sign off of this project. As additional districts join the project, or independently acquire the software, Toshiba will assign a Project Manager to oversee each project.*
 - a. *Phases*
 - i. *Discovery-All parties will meet to define the scope of the project, assign staff, and create a tentative timeline. NOTE: unlike a hardware implementation, software is immediately available without supply chain delay.*

- ii. *Implementation-Toshiba will provide a Project Manager, and Engineering assistance to assist the RESA staff with installation and testing of the software.*
 1. *During the implementation phase of this project, Toshiba's multi-disciplinary team will meet weekly with the Wayne RESA staff to review milestones, and to plan for the next week's tasks. Next Task assignment will be defined for RESA, District, and Toshiba staff.*
 2. *If additional resources are required by RESA, Toshiba, or a District, assignments will be discussed and made available.*
 3. *Scheduling will be modified to reflect changes.*
 - iii. *Testing-RESA/District, Toshiba, and DocuWare staff will perform throughout testing of the solution to ensure completion of installation*
 - iv. *Training-Toshiba will provide staff to train RESA/District IT staff on the management, diagnostics, and use of the software.*
 - v. *Sign-Off-Upon successful completion of all milestones within the Scope of Work, Toshiba will provide documentation on installation, and ask for a sign off of the project.*
 - vi. *Quarterly Reviews-Toshiba's team will meet regularly with RESA/District IT staff to discuss performance to expectations, discuss network changes that may impact the software, plan for the next quarter, and discuss any technology that may improve RESA's mission.*
 3. *Corporate Changes-Toshiba does not anticipate any significant changes in our corporate structure.*
 - a. *If a significant change takes place, Toshiba will communicate directly with RESA/Districts within 7 days of press release.*
 4. *Change Management-As with any complex project, Toshiba and RESA should anticipate change. Toshiba will offer the following decision tree:*
 - a. *Client creates a CHANGE ORDER through our portal*
 - b. *Toshiba will respond within 2 business hours with approval of the change or notice that additional cost/resources will be needed to make the change.*
 - i. *If additional cost or resources are required, Toshiba will provide a quotation within 24 hours.*
 - ii. *If the change requires escalation to our Regional, National level, or to the Manufacturer, Toshiba will notify RESA and give an estimated timeline for response.*
 - iii. *In most cases, change orders can be approved and completed at the local level with Toshiba's Michigan resources*
 - c. *Toshiba will assign resources, and schedule with RESA IT to make the change*
 - d. *Toshiba will communicate with all parties at the successful completion of the change.*

Change Orders will be reviewed at the weekly and quarterly meetings

1.6.2 Primary Account Representative

Proposers must identify by name and location the primary account representatives who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents.

Proposer Response:

Mike Hellebuyck, Senior Solutions Executive
900 Wilshire Dr. #200
Troy, Mi. 48084
Direct: 248-427-5445
Cell: 248-990-8060
Email: Mike.Hellebuyck@tbs.toshiba.com

- *POC-Mike Hellebuyck-Solutions-Troy, Michigan*
- *Ken Burchett-Dir. Operations, Installation, and Maintenance-Ken manages the Michigan based installation, testing, and ongoing technical resources needed for this project-Southfield Distribution Center*
- *APOC's Karen Hammond & Charles Davidson-Senior Education specialist covering SE Michigan. APOC will be assigned based on county of district- Metro Detroit (NOTE: Mr. Davidson has worked with Debra Walters as the account manager for Wayne RESA for 7 years)*
- *Ron Polak-Vice President & General Manager-Oversight of the branch and all local staff-Michigan*
- *John Cassidy-Regional Solutions Manager-NY*
- *Michele Cockins-National Branch Affairs Manager-Toshiba Corporate Liaison-Ohio*
- *Juliet Siro-Senior Project Manager-Juliet, or one of her team of Project Managers will be assigned to the RESA, and District projects-California*

1.7 Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Wayne RESA. Customer inquiries should be responded to with forty-eight (48) hours or two (2) business days unless it is an emergency issue. Describe your company's Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.).

Proposer Response:

Toshiba's customer service department is located in Rochester, NY and is staffed with live representatives to respond to your service and technical support requests. Support is available Monday-Friday, 8:00am-5:00pm via telephone. After hour requests may be made on our website or by email.

1.8 Purchase Orders

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating agency will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be shipped and billed directly to these institutions.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes
 ☐ No

1.9 Delivery and Acceptance

Proposer should address the following items and costs in their proposal and other items/costs that they are aware of that may not have been requested in this bid.

- All pricing must reflect net 30 payment terms.
- Ordering/customer service capabilities and procedures.
- Policies and procedures for an organization accepting product/service.

Proposer Response:

Pricing reflects net 30-day payment terms.

Orders are placed by contacting Karen Hammond.

Once the DocuWare solution has been successfully implemented and tested, the customer will sign a CA (customer acknowledgement) that the project is complete and is working to their satisfaction.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes
 ☐ No

1.10 Management and Staff

Proposer should address the following items in their proposal.

- Project Management of the contract.

- Staffing and responsibilities.
- Process and procedures to keep safe and secure facilities when delivering products/services.
- Background checks process, depending on the facility ordering the product/services a more restrictive background check may be required.

Proposer Response:

1. *Project Manager-Upon award, Toshiba will assign a Project Manager from our national team headed by Juliet Siro. Ms. Siro brings more than 25 years' experience leading large scale national projects. The Project Manager will set up weekly meetings, chair meetings, and provide staff to document each step of the project.*
 - a. *A Scope of Work will be developed and shared by all parties*
 - b. *A Project Plan will be developed and updated weekly to denote progress and SOW milestones*
 - c. *All documents will be created in SharePoint, or the platform of your choice and shared live throughout the contract so all parties can make updates*
2. *Staffing-The Toshiba team will be led by Ron Polak, Vice President and General Manager.*
 - a. *Mike Hellebuyck-POC-Local project leader*
 - b. *Ken Burchett-Dir. Operations-oversight of the installation, engineering, and ongoing technical teams*
 - c. *APOC-Karen Hammond & Charles Davidson-Karen and Charles split K12 responsibilities based on the county that a District will be located in. Charles is the APOC and Account Manager for Wayne RESA working with Debera Walters*
 - d. *Installation Engineer-A Senior Installation Engineer will be assigned to each project, along with a second chair. Assignment will continue throughout completion of installation and rollout*
 - e. *Network Engineer-A Michigan based Network Engineer will be assigned to provide ongoing assistance. Engineers are assigned based on County.*
3. *Safety-Unlike a hardware deployment, a software implementation is largely done in the IT Department of RESA/District, or remotely through the internet.*
 - a. *All technical staff members will provide identification when visiting a facility. If there are sign in/sign out requirements we will comply*
4. *Background Checks-All staff members have received full background checks and are approved to enter K12 facilities.*

1.11 Pricing Schedule

Respondents will provide pricing information on the price sheet (**Attachment A**) that will be utilized when evaluating price competitiveness.

1.11.1 RESERVED

1.11.2 Bid Pricing

Proposers have the option to provide high-volume pricing. Proposers who offer high-volume pricing may be evaluated more favorably than those who do not. Proposers should specify this discount option within their cost proposal and at what level.

1.11.3 Quantity Term

Vendor agrees to supply the complete quantity and products that each customer requires.

1.11.4 Rebates and Special Promotional Capabilities

All vendors are encouraged to make manufacturer promotions, rebates and special pricing opportunities available. Wayne RESA must approve promotional materials referring to the Wayne RESA/CoPro+ Agreement prior to release. Wayne RESA/CoPro+ will post rebate and special pricing information on its web site.

Guidelines for Vendor /Contractor promotions for Wayne RESA/CoPro+ awarded items:

- A. Submit all promotions for approval
- B. Identify the savings amount
- C. Identify the final price
- D. Specify the time period in which a purchase must be made
- E. Identify the link to a rebate form (preferred) or provide the form

1.11.5 Tax Excluded from Price

(a) Sales Tax: Wayne RESA and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Wayne RESA may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Wayne RESA's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

Proposer Response:

Include any comments regarding pricing, discounts being offered, and information on other cooperative contracts held by respondent.

The pricing offered is the most aggressive pricing based on the information provided. Toshiba holds many cooperative contracts such as NASPO, Omnia Partners, Sourcewell, Texas DIR and many others.

1.12 Price Assurance

The awarded vendor agrees to provide pricing to Wayne RESA and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to promptly lower the cost of any product purchased through WAYNE RESA following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

All pricing submitted to Wayne RESA shall include 2% administrative/remittance fee to be remitted to CoPro+ by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings up to date and on file with Wayne RESA/CoPro+.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes ☐ No

If "NO" was answered on any items in Section 1.3, 1.4, 1.5, 1.8, 1.9 and 1.12, please explain:

Student Privacy Pledge – The assigned team for the project have not taken the SPP, however would be willing to do so upon award acceptance.

SECTION 2.0 – PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFP Addenda and Exhibits have been read.

The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of this RFP.

2. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each proposer who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Wayne RESA, will be the basis for the Proposer to enter into a contract with Wayne RESA in accordance with the intent of the bid documents.
3. The undersigned acknowledges receipt and acceptance of all addenda.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
 - Contractor's Employment Eligibility
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
 - Certificate of Independent Price Determination
 - Clean Air and Water Certificate
 - Certifications/Disclosure Requirements Related to Lobbying
 - U.S. Department of Energy Assurance of Compliance Non-Discrimination in Federally Assisted Programs
5. The undersigned acknowledges that proposer will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated bid documents.
6. It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a bid, the proposer certifies that if awarded a contract they will make no claim against Wayne RESA based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Vendors who do business with the Wayne RESA shall hold Wayne RESA, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Wayne RESA, prior to award, and shall include an insurance certificate and additional insured certificate, naming Wayne RESA, which meets the minimum insurance requirements, as stated in the terms and conditions.

2.1 Company Profile

Official Name of Proposer: Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc.
Street Address: 900 Wilshire Drive, Suite 200
City: Troy, MI
State: Zip Code: 48084
Website: https://business.toshiba.com/
Primary Contact Name: Karen Hammond/Mike Hellebuyck
Primary Contact Phone Number 248-427-8100
Primary Contact Email Address: Karen.hammond@tbs.toshiba.com/mike.hallebuyck@tbs.toshiba.com
Dun & Bradstreet (D&B) Number (if applicable): 08-995-117
Has your company been debarred by the Federal and/or State Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>
Have you ever been in bankruptcy or in reorganization proceedings? No
<p>Brief history of your company, including the year it was established:</p> <p>Toshiba is the leader in the digital imaging and business products industry. Our extensive client portfolio includes local, national and global clients from all industries such as distribution, logistics, retail, government, education, energy, healthcare, manufacturing, financial services and legal.</p> <p>Headquartered in Lake Forest, CA, Toshiba America Business Solutions, Inc. delivers imaging and retail solutions and services that help our clients' control productivity, communicate better with end-customers and increase profitability. We manage product planning, marketing, sales, service support and distribution throughout the United States, Mexico, Brazil, Latin America and the Caribbean. We provide responsive sales and service support locally in your neighborhood, nationwide and internationally through other Toshiba companies around the globe.</p> <p>Founded in 1875, Toshiba Corporation is a world leader in high technology products providing clients with the highest quality products and systems as well as long-term service and support for projects of any size.</p> <p>Toshiba sells, services and supports Toshiba and non-Toshiba branded technology. Our core competencies include:</p> <ul style="list-style-type: none"> ➤ End-to-End Communication and Document Solutions ➤ Multifunction Printers (MFPS)

- Managed Print Services (MPS)
- 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

Signature:

Name and Title of Signer:
Larry White, President and CEO

Date:
1/24/2023

2.2 References

Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 5 years. Please identify any experience relevant to the services you propose to provide through this RFP within the Description of Services:

Entity Name: Grosse Pointe Schools	
Contact Name: Chris Stanley	Title: Director of Instructional Technology
City: Grosse Pointe	State: MI
Phone Number: 313-432-5153	Years Serviced:12
Description of Services: Copiers, Xmedius, DocuWare, Papercut.	
Annual Volume:	

Entity Name: Syracuse City School District	
Contact Name: Andrew Cramer	Title: Director of Infrastructure Services
City: Syracuse	State: NY
Phone Number:315-435-4281	Years Serviced:15
Description of Services: DocuWare On-Premise and DocuWare Cloud	
Annual Volume:	

Entity Name: Onondaga County	
Contact Name: Tim Guhl	Title: IT Manager
City: Syracuse	State: NY
Phone Number:315-435-2700	Years Serviced:12
Description of Services: DocuWare On-Premise System – Multiple County Departments	
Annual Volume:	

Entity Name: Rochester Community Schools	
Contact Name: Theresa Kimble	Title: Business Operations Supervisor
City: Rochester	State: MI
Phone Number: 248-726-3114	Years Serviced:5
Description of Services: DocuWare, PaperCut, MFDs	
Annual Volume:	

2.3 Assurances and Certifications

CONTRACTOR'S EMPLOYMENT ELIGIBILITY

By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws. Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The vendor complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the WAYNE RESA Participating entities in which work is being performed.

Larry White, President and CEO
Company's Authorized Representative / Position Title



Signature of Company Representation

Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc.
Company Name

January 24, 2023
Date of Signature

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

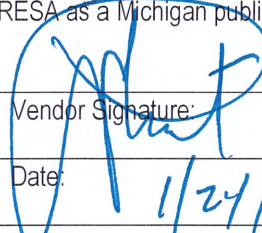
The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F and Compliance Supplement for the U.S. Department of Education.

Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Wayne RESA as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature:	
Date:	1/24/2023

Notary
State of _____
County of _____
Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 20 _____.
Notary Public _____
My commission expires:

please see attached Notarial Certificate

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

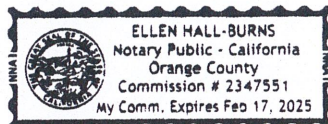
Subscribed and sworn to (or affirmed) before me

on this 24th day of January, 2023,
 by Date Month Year

(1) Larry White

(and (2) N/A),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature [Signature]
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Certification for RFP #WRESA-12222022-264-01

Document Date: January 24, 2023 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (A) By submission of this offer, the offeror certifies each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the manufacturer or processor certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this manufacturer or processor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Larry White, President and CEO
Company's Authorized Representative / Position Title


Signature of Company Representation

Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc.
Company Name

January 24, 2023
Date of Signature

CERTIFICATIONS/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, and imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or nonappropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance. If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement or loan; You are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).

CERTIFICATION REGARDING LOBBYING CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:


No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Larry White, President and CEO
Company's Authorized Representative / Position Title


Signature of Company Representation

Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc.
Company Name

January 24, 2023
Date of Signature

SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains a description of activities as well as instructions to proposers on how to prepare and submit their proposal:

3.1 Wayne RESA Responsibility

Wayne RESA. is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Wayne RESA Administrator/Purchasing agent designee's sole judgment and his/her judgment shall be final.

3.3 Proposers Questions

Proposers may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by no later than the date identified on the cover page of this RFP. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section and paragraph number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. Wayne RESA reserves the right to group similar questions when providing answers. Questions should be addressed to:

E-mail address: purchasing@resa.net

Wayne RESA may modify the RFP at any time during the bid process. All changes to the RFP will be posted under the bid number and each posting officially revises the RFP.

3.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 120 days from the due date for responses to this RFP.

The Proposer will be responsible for completing and submitting the following sections of this RFP:

Section 1.0 – Bid Responses to Scope of Work and Pricing - The Proposer's proposal must include detailed responses to each of the outlined requirements in the text boxes provided. There is no requirement or limitation on the amount of words for proposer's responses.

Section 2.0 – Proposer Information and Acceptance – The Proposer will be required to complete the information in this section and provide required signatures and notarization.

Attachment A – Pricing Schedule – The Proposer will be required to complete the tables that make up the pricing schedule.

3.5 Bid Submission Deadline

See Cover Page for the Bid Submission Deadline (the "Due Date").

- A. Submit an electronic version of your Bid to Wayne RESA via email to purchasing@resa.net not later than the **Due Date** identified on the cover page. Wayne RESA has no obligation to consider any proposal that is not timely received. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Wayne RESA not when the e-mail was sent. Proposals will not be accepted via U.S. mail or any other delivery method.
- B. APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: *"RFP-WRESA-12222022-264-01" with Company Name, and "message 1 of 3" as appropriate if the proposal consists of multiple emails. Note: All e-mails from a Proposer must be received by Wayne RESA by the stated time and date in order for the proposals to be deemed submitted on time.*

3.6 Adherence to Mandatory Requirements (Pass/Fail)

Wayne RESA Administrator or designee shall review Section 2.0 Proposer Information and determine if the Proposer meets the minimum requirements as outlined in this RFP.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Wayne RESA may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.7 Evaluations Process

All Bids will be reviewed for compliance with the mandatory requirements stated within this RFP. Bids not meeting the mandatory requirements will be deemed non-responsive and eliminated from further consideration. Wayne RESA may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

- A. Wayne RESA may contact the Proposer for clarification of the Proposer's Bid.
- B. Wayne RESA may use other sources of information to perform the evaluation.
- C. Wayne RESA may require the Proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFP. The Proposer(s) whose bid is advantageous to the Eligible Agencies, taking into consideration the evaluation factors, will be recommended for award approval.

After a prospective supplier has been selected, Wayne RESA and the prospective supplier(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Wayne RESA may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal

3.8 Evaluation Criteria

	Technical Evaluation Criteria	Points
1.	Solution – Including but not limited to the following: adherence to specifications, delivery, maintenance of products and/or services, warranties.	50
2	Prior Experience and Past Performance – Including but not limited to the following: past performance to the district, vendor reliability and familiarity with the scope of work and the facilities of the district.	35
3	Staffing – Including but not limited to the following: qualifications and experience of the proposed staffing.	15
	Total Points Possible	100

Award shall be made to the most responsible Supplier whose proposal is determined to be best value to Wayne RESA taking into consideration the terms and conditions set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between Wayne RESA and the Supplier.

In determining the best value, Wayne RESA will review and consider the technical evaluation criteria and pricing. Proposals receiving **80** or more technical evaluation points (see table below) will have pricing evaluated and considered for award.

3.9 Optional Tools to Enhance Evaluation Process

Wayne RESA during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Wayne RESA.

- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit
- Best and Final Offer (BAFO)
- Negotiations

3.10 Wayne RESA Option to Reject Proposals

Wayne RESA may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFP. Wayne RESA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. Wayne RESA reserves the right to waive inconsequential disparities in a submitted proposal.

3.11 Freedom of Information Act

This contract and all information submitted to Wayne RESA by the Contractor and Proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Wayne RESA shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by

law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFP, the Proposer shall be deemed to have agreed to indemnify and hold harmless Wayne RESA for any liability arising from or in connection with Wayne RESA's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

3.12 Contacts with Wayne RESA Personnel

All contact with Wayne RESA regarding this RFP or any other matter relating thereto must be emailed as follows:

Email address: purchasing@resa.net

If it is discovered that a Proposer contacted and received information regarding this solicitation from any Wayne RESA personnel other than the Procurement Contact, Wayne RESA, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Wayne RESA in writing will be binding with respect to this RFP.

3.13 Final Agreement Award Determination

Wayne RESA reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Wayne RESA.

3.14 Cancellation of Invitations for Bids or Requests for Proposals

An IFB, a RFP, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the County in accordance with regulations.

Attachment A – Pricing Schedule

Wayne RESA reserves the right to award multiple contracts as a result of this RFP.

Please note, quantities may be scaled down to fit available budget over the course of this Contract. The quantities provided in this RFP are the initial anticipated quantities that will be considered during our pricing evaluation. Wayne RESA will calculate the estimated cost over the initial term when evaluating pricing. Proposer may add additional rows to table(s) below as needed.

Base Bid: Licensing for 1 year

License Costs – Please include all costs for the system for 1 year. Include any tiered pricing information.		
Unit	Unit Cost	Total
DocuWare Cloud 15	\$750	\$9,000
DocuWare Cloud 40	\$1,500	\$18,000
DocuWare Cloud 100	\$3,000	\$36,000

Hosting Costs – Please include all costs for the system for 1 year. (OPTIONAL)		
Unit	Unit Cost	Total
DocuWare Cloud 15	\$750	\$9,000
DocuWare Cloud 40	\$1,500	\$18,000
DocuWare Cloud 100	\$3,000	\$36,000

Data Transition Costs – Please include all costs for transferring Data from existing Document system platform to new platform (OPTIONAL)		
Unit	Unit Cost	Total
TBD	TBD	TBD

Professional Services or Training Costs (OPTIONAL)		
Unit	Unit Cost	Total
Design, Implementation, Training Services	\$200 per hour	TBD based on project scope
Project Management	\$ 0 - Included with all projects	

Multi Year Pricing: 3 years (Voluntary Alternate)

License Costs – Please include all costs for the system for 3 years. Include any tiered pricing information.		
Unit	Unit Cost	Total

DocuWare Cloud 15	\$750	\$27,000
DocuWare Cloud 40	\$1,500	\$54,000
DocuWare Cloud 100	\$3,000	\$108,000

Hosting Costs – Please include all costs for the system for 3 years. (OPTIONAL)		
Unit	Unit Cost	Total
Included in Multi-Year Pricing	Included in Multi-Year Pricing	Included in Multi-Year Pricing

Wayne RESA
EXCEPTIONS & CLARIFICATIONS
RFP #WRESA-12222022-264-01 Document Storage Solution

In response to your RFP, 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. 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.

Below are exceptions and clarifications for your review:

ARTICLE / TITLE	COMMENT / EXCEPTION
Terms and Conditions for Consortium Solicitations	
7.1 General Indemnification	To the extent permitted by law, the Contractor must indemnify, defend, and hold Wayne RESA harmless from liability, including all claims and losses, and all related <u>direct</u> costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable <u>subject to the limitations set forth within.</u>
7.5 Limitation of Liability	Replace sentence two with: "This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this contract calling for liquidated damages; or to court costs or <u>reasonable</u> attorneys' fees awarded by a court in addition to damages after litigation based on this. Append: <u>"Contractor's total liability under this Contract shall not exceed the amount billed to the District for a one year period."</u>
8.2 Warranty of Merchantability 8.3 Warranty of Fitness for a Particular Purpose	Delete both sections in their entirety.
8.5 Consequences for Breach	Append: <u>"ALL MANUFACTURERS WARRANTY SHALL BE PART OF DELIVERED PRODUCT AND SERVICES. EXCEPT FOR AS SET FORTH HEREIN, CONTRACTOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS THE WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY."</u>
5.4 Legal Effect	Clarification- Section makes reference to Section 1.2.4 Ordering. None of the documents submitted for this RFP nor the MAC Master

	Agreement have a section 1.2.4.Ordering. Toshiba reserves the right to review the document that has this section# as referenced in the T&C's.
5.6 Order of Precedence (b)	Clarification- Item (b) mentions Section 4 “All sections from Section 4 - Terms and Conditions, not listed in subsection (a)” Section 4 of the Terms and Conditions is Laws. If this is not the section 4 which is in reference too, then Toshiba reserves the right to review the document that has this section# as referenced in the T&C's.
6.2 Subcontractor Insurance Coverage 6.3 Certificates of Insurance and Other Requirements	Clarification- Both sections make reference to Section 4.4.1, Liability Insurance. None of the documents submitted for this RFP nor the MAC Master Agreement have a section 4.4.1 for Liability Insurance. Toshiba reserves the right to review the document that has this section# as referenced in the T&C's.
8.5 Consequences for Breach	Clarification- Section makes reference to Section 4.6 Warranties. None of the documents submitted for this RFP nor the MAC Master Agreement have a section 4.6 Warranties. Toshiba reserves the right to review the document that has this section# as referenced in the T&C's.
11.2 Termination of Stop Work Order	Clarification- Section makes reference to Section 4.7.3 Contract Changes. None of the documents submitted for this RFP nor the MAC Master Agreement have a section 4.7.3 Contract Changes. Toshiba reserves the right to review the document that has this section# as referenced in the T&C's.
11.3 Allowance of the Contractor's Costs	Clarification- Section makes reference to Section 4.9.6 Termination & 4.9 Stop Work. None of the documents submitted for this RFP nor the MAC Master Agreement have a section 4.9.6 Termination & 4.9. Stop Work. Toshiba reserves the right to review the document that has this section# as referenced in the T&C's.
11.5 Termination for Cause (d)	Clarification- Both sections make reference to Section 2.16.3 Termination for Convenience. None of the documents submitted for this RFP nor the MAC Master Agreement have a section 2.16.3 Termination for Convenience. Toshiba reserves the right to review the document that has this section# as referenced in the T&C's.
11.8 Rights and Obligations upon Termination	Clarification- Section makes reference to Section 4.9.6 Termination for Convenience. None of the documents submitted for this RFP nor the MAC Master Agreement have a section 4.9.6 Termination for Convenience. Toshiba reserves the right to review the document that has this section# as referenced in the T&C's.
11.11 Termination by Contractor	Clarification- Section makes reference to Section 4.10 Disputes. None of the documents submitted for this RFP nor the MAC Master Agreement have a section 4.10 Disputes. Toshiba reserves the right to review the document that has this section# as referenced in the T&C's.