

Business Unit # 60800 Purchase Order # 0000006694 Purchase Order Change Notice (# 4)

Payment NET30 Freight FOB Ship Via: See PCC: I Date: 03/20/19 PO Method: DG Dispatch: Dispatch Rev Dt: 08/03/21
Terms: Terms: Destination Detail Via Print

: Terms: Destination Detail Via Prif

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor:TOSHIBA AMERICA BUSINESS SOLUTIONS INC
DBA TOSHIBA BUSINESS SOLUTIONS, USAShip To:1P12 - Finance Admin Services
4000 Jackson Avenue

DBA TOSHIBA BUSINESS SOLUTIONS, USA FILE 57202 LOS ANGELES CA 90074-7202

United States

Bill To: 4000 Jackson Avenue

Austin TX 78731 United States

Austin TX 78731

United States

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Vendor ID: 1330865305 7

Purchaser: Amanda Leigh Maxwell

Phone: 512/465-1226

Fax:

Bill To Fax:

Email: Amanda.Maxwell@txdmv.gov Bill To Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

Toshiba e-Studio 7516ACT is replacing Toshiba e-Studio 6570 CT (S/N SCSAE16887), PO 60800000000829. Expiration Date: 03/31/2019. Vendor will need to pick up the 6570 CT upon delivery of new 7516ACT.

Toshiba e-Studio 7516ACT - Multifunction Printer/Copier, 85 ppm black and white, 75 ppm color.

Location: Texas Department of Motor Vehicles 4000 Jackson Ave, Austin, Texas 78731

Contract#: State of Texas DIR-TSO-3042

Contract is for 48 Month FMV Lease.

Hardware Configuration:

e-Studio 7516ACT, MR4000b, MJ1111b, MJ6160n, KD1059LT, GD1370n

Monthly Hardware Payment for term of 48 Month Lease = \$260.09 x 48 Months = \$12484.32 total amount of hardware lease payments for term. Base Service Fee Billed Monthly Overages billed monthly

\$24.07 of the Monthly Hardware Lease Payment is for Incidental Charges

Monthly Base Service Program will include 8000 Black White copies per month @ \$.0056: Monthly Base Fee: \$44.80 Monthly will include 5000 color copies per month @ 0.0299: Monthly Base Fee: \$149.50. Total monthly base Black White + Color = \$194.30 Monthly x 48 months = \$9326.40

Total Monthly payment including the Hardware Lease Payment \$260.09+ Monthly Service \$194.30 = \$454.39 per month. Final Total of payments over 48 Month Lease Program: \$21810.72 (excludes any applicable overages)

Includes All Parts, Labor, Toner and Staples.

Equipment is to be leased in accordance of the terms and conditions of the State of Texas Department of Information Resources Contract No. DIRTSO-3042 Appendix D Master Lease Agreement. It is acknowledged and agreed that this purchase order constitutes a schedule as defined in the Master Lease Agreement.

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders shall be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by TxDMV Purchasing Section.

Copier Lease:

Authorized Signature

Mull Purchaser, CTCO



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Equipment is to be leased in accordance with the terms and conditions of the State of Texas Department of Information Resources Toshiba Contract No. DIR-TSO-3042, Appendix D Master Lease Agreement. It is acknowledged and agreed that this purchase order constitutes a schedule as defined in the Master Lease Agreement.

The terms of the service shall commence on the date of execution of a Copier Lease Commencement Letter by Lessee OR 10 days after the delivery of the last piece of equipment and shall continue for 48 whole months.

This purchase order may be renewed for an additional period of time not exceeding the original period of time, provided both parties agree to do so prior to the expiration of the original purchase order. The renewed purchase order shall be for the original purchase order unit price, terms and conditions, plus any approved changes. The renewed purchase order may be cancelled at any time by providing 60 days written notice.

Lease shall include delivery, setup, installation, removal, analyst services and onsite user training.

All supplies except paper shall be included at no additional charge for the life of the purchase order.

Ownership: The equipment is and shall at all times be and remain the property of the vendor.

The State shall exercise due care in the use, operations and maintenance of the equipment and shall not use, operate or maintain the equipment improperly.

TxDMV shall be relieved from risks of loss or damage to all equipment leased during the period of transportation, installation, and during the entire time the equipment is in the possession of TxDMV except when loss or damage is due to the fault or negligence of TxDMV.

The State shall not obtain property or casualty insurance protecting the vendor's equipment on State property. The vendor may obtain such insurance for its own account and assumes all costs associated with such insurance.

Maintenance: There shall be no escalation of maintenance costs for the duration of the lease period. The vendor shall keep equipment fully operations for the duration of the lease period. The vendor shall assume the cost of all repairs to the equipment including parts, labor, transportation and travel expenses.

Service technicians shall be fully qualified to work on the specific equipment, and shall have factory training with a minimum of one year hands on experience working on the specific equipment. Normal maintenance coverage shall be Monday through Friday, 8:00 AM to 5:00 PM. Vendor shall respond to maintenance calls within four (4) business hours.

TxDMV believes a lease is unlikely to be cancelled prior to the full lease term. However, TxDMV may terminate a lease period, with no termination charges assessed, when either funds are not appropriated by the Texas Legislature or for vendor non-performance in these instances: *Consistent failure to respond to service calls within the required time frame. Consistent failure is defined as not responding at any or all locations on two (2) out of three (3) consecutive occurrences.

*On-Site maintenance performed by unqualified technicians. If TxDMV determines that the technician is unable to perform in accordance with the service requirements or fails to communicate effectively, the vendor shall immediately remove the technician.

Hardware upgrades are negotiable, are at TxDMV's discretion and shall be changed to TxDMV. Upgrades will not extend past the duration of the lease period regardless of when added.

Technology Upgrades: Any software or firmware full service maintenance upgrades available during the term of the lease shall be offered at no additional cost to TxDMV.

Upon expiration of lease Vendor must sanitize (multiple pass overwrite) the internal hard drive of the copier. The Vendor must provide TxDMV an attestation which includes the serial number of the copier that the hard drive was removed from and the date it was sanitized

Payment:

Payment will be made in accordance with the Texas Prompt Payment Act, TGC, Subtitle F, Chapter 2251. Vendor shall submit one copy of a correct itemized invoice showing the purchase order number, payee ID., remit to address, and phone number on invoice. Vendors may submit an electronic invoice. All electronic invoices shall be sent to DMV_FIN-INVOICES@txdmv.gov (note: There is an underscore "_" between DMV and FIN). All invoices received at the email address will be filed for future reference and you will receive a receipt confirmation email. To avoid the confusion of duplicate invoices, please do not send other copies of this invoice via regular mail, fax or other means. On emails for electronic invoices, include the company name (as it appears on the invoice) and the purchase order number in the subject line to assist in identifying and processing your invoices in a timely manner. TxDMV will not incur any penalty for late payment if payment is made in 30 days or less from receipt of goods or services and a correct invoice, which-ever is later.

Note: warrants will not be issued to a vendor without a current Texas Identification Number.

Authorized Signature

| Dw/MSEY CTCO

08/06/2021

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The unit shall be supplied with complete installation instructions. Instructions shall be as detailed as possible.

Quantity(ies):

Quantities are estimated: TxDMV does not guarantee to purchase any minimum or maximum quantity. TxDMV reserves the right to increase or decrease the quantity(ies) of the purchase order at the same original terms and conditions. The vendor will be notified in writing by purchase order change notice of any requirements for any increased or decreased quantity(ies).

This Purchase Order may be cancelled by TxDMV with a thirty (30) day written notice.

Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: http://www.txdmv.gov/contractors-vendors

This purchase order may be renewed with the same Terms Conditions as long as the referenced DIR Contract remains in force, a need exists, and both parties agree.

Vendor Contact: Maryellen Absher

Phone: 512-237-0259

Email: maryellen.absher@tbs.toshiba.com

TxDMV Contact: Monica Hernandez

Phone: (512) 465-1261

Email: Monica.Hernandez@txdmv.gov

POCN# 1 by Rodrigo Garcia on 5/15/2019. Color overages line 3, quantity should be 5000 not 8000 for a cost of \$149.50.

POCN 2, 10/02/2019; REVISED BY DROSAS

CHANGED BUYER TO DROSAS

REDUCED PO LINE 1 FROM 48 TO 17 MONTHS

PO TOTAL DECREASED FROM \$22,005.02 TO \$7,918.93

REASON: FY PO CLEAN-UP

POCN 3, Travis R, 08/25/2020: Added Line 4 for Toshiba 7516ACT months 18-29, Added Line 5 6 for copier overages months 18-29. Updated buyer name for PO changes

POCN# 4 - by Mandy Maxwell, 08/03/2021

Changed buyer from Travis Reese to Amanda Maxwell. Added lines 7-9 for FY22 funding 09/01/2021 - 08/31/2022.

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Toshiba Copier e-Studio	985/58	17.0000	MO	\$454.39000	\$7,724.63	03/31/2019
	7516ACT (Color) Copier						
	Lease						

\$7,724.63 Schedule Total

Contract ID: RegID: 0000007395 0000006694

Term of service: 4/1/2019 - 3/31/2023

Accessories include: MR4000b 300 sheet 1 pass doc, MJ1111n 50 sheet stapling finisher, MJ6160nb Holepunch, GD1370 Fax, KD1059LT Tandem

Drawer

Monthly fee also includes:

8,000 Black and White impressions

5,000 Color impressions

Item Total for Line # 1

\$7,724.63

Authorized Signature M/ Maull Durchaser, CTCD



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UOM: Due Date: Line-Sch: Line Description: Class/Item: Quantity: **Unit Price: Extended Amt:** Black and White Copy/Print. 985/58 8000.0000 EΑ 03/31/2019 2-1 \$0.00560 \$44.80 Overages: 8,001+ (per month) billed @ 0.00056ea Schedule Total \$44.80 **Contract ID:** RegID: 0000006694 0000007395 Item Total for Line # 2 \$44.80 Line-Sch: Line Description: Class/Item: Quantity: UOM: **Unit Price: Extended Amt:** Due Date: Color Copy / Print Overages: 5000.0000 EΑ \$0.02990 03/31/2019 3-1 985/58 \$149.50 5,001+ (per month) billed @ 0.0299 ea**Schedule Total** \$149.50 **Contract ID:** RegID: 0000006694 0000007395 Item Total for Line # 3 \$149.50 Line-Sch: Line Description: Class/Item: Quantity: UOM: **Unit Price: Extended Amt:** Due Date: Toshiba e-Studio 7516ACT 12.0000 MO \$454.39000 08/31/2020 4-1 985/58 \$5,452.68 Copier Lease (Months 18 -29) **Schedule Total** \$5,452.68 **Contract ID:** RegID: 0000009472 0000006694 Current Term, Line 4: Months 18 - 29 (09/01/2020 - 08/31/2021) Hardware configuration: e-Studio 7516ACT, MR4000b, MJ1111b, MJ6160n, KD1059LT, GD1370n Monthly hardware payment equals \$260.09 (Includes \$24.07 for incidental charges) Monthly base service program includes 8,000 black and white impressions per month at \$0.0056 or \$44.80 and 5,000 color impressions per month at \$0.0299 or \$149.50 for a total of \$194.30 Monthly hardware payment \$260.09 plus total monthly base service \$194.30 equals \$454.49 per month Item Total for Line # 4 \$5,452.68

Authorized Signature

NULL PWCHASEY, CTCD



\$0.0299 or \$149.50 for a total of \$194.30

Texas Department of Motor Vehicles

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UOM: Due Date: Line-Sch: Line Description: Class/Item: Quantity: **Unit Price: Extended Amt:** 5-1 Black and White Copy/Print. 985/58 3000.0000 EΑ 08/31/2020 \$0.00560 \$16.80 Overages: 8,001+ (per month) billed @ 0.00056ea Schedule Total \$16.80 **Contract ID:** RegID: 0000006694 0000009472 Item Total for Line # 5 \$16.80 Line-Sch: Line Description: Class/Item: Quantity: UOM: **Unit Price: Extended Amt:** Due Date: Color Copy / Print Overages: 3000.0000 EΑ \$0.02990 08/31/2020 6-1 985/58 \$89.70 5,001+ (per month) billed @ 0.0299 ea**Schedule Total** \$89.70 **Contract ID:** RegID: 0000009472 0000006694 Item Total for Line # 6 \$89.70 Line-Sch: Line Description: Class/Item: Quantity: UOM: **Unit Price: Extended Amt:** Due Date: Toshiba e-Studio 7516ACT 12.0000 MO \$454.39000 08/31/2021 7-1 985/58 \$5,452.68 **Copier Lease Schedule Total** \$5,452.68 **Contract ID:** ReqID: 0000010781 0000006694 Current Term: 09/01/2021 - 08/31/2022 Hardware configuration: e-Studio 7516ACT, MR4000b, MJ1111b, MJ6160n, KD1059LT, GD1370n Monthly hardware payment equals \$260.09 (Includes \$24.07 for incidental charges)

Monthly base service program includes 8,000 black and white impressions per month at \$0.0056 or \$44.80 and 5,000 color impressions per month at

Monthly hardware payment \$260.09 plus total monthly base service \$194.30 equals \$454.49 per month

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Item Total for Line # 7

08/06/2021

\$5,452.68

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Class/Item: Line Description: UOM: Unit Price: **Extended Amt:** Due Date: Line-Sch: Quantity: 8-1 Black and White Copy/Print. 985/58 3000.0000 \$0.00560 08/31/2021 EΑ \$16.80 Overages: 8,001+ (per month) billed @ 0.00056ea **Schedule Total** \$16.80 **Contract ID:** ReqID: 0000006694 0000010781 Item Total for Line # 8 \$16.80 UOM: Line-Sch: Line Description: Class/Item: Quantity: **Unit Price: Extended Amt:** Due Date: 9-1 Color Copy / Print 985/58 3000.0000 EΑ \$0.02990 \$89.70 08/31/2021 Overages: 5,001+ (per month) billed @ 0.0299ea Schedule Total \$89.70 **Contract ID:** ReqID: 0000006694 0000010781 \$89.70 Item Total for Line # 9

Total PO Amount \$19,037.29

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All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: http://www.txdmv.gov/contractors-vendors

Authorized Signature Paull Purchaser, CTCD