

### Business Unit # 60800 Purchase Order # 0000007341 Purchase Order Change Notice (#3)

Date: 09/11/19 PO Method: CP Dispatch: Dispatch Rev Dt: 07/30/21 Payment NET30 Freight FOB Ship Via: US MAIL PCC: I Terms: Terms: Destination

Austin TX 78731

**United States** 

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

TOSHIBA AMERICA BUSINESS SOLUTIONS INC Ship To: 1P00 - TxDMV Warehouse Vendor: 4000 Jackson Avenue

DBA TOSHIBA BUSINESS SOLUTIONS, USA

FILE 57202

LOS ANGELES CA 90074-7202

**United States** 

4000 Jackson Avenue Bill To:

> Austin TX 78731 United States

Vendor ID: 1330865305 7

Purchaser: Amanda Leigh Maxwell

512/465-1226 Phone:

Fax:

**Bill To Fax:** 

Email: Amanda.Maxwell@txdmv.gov **Bill To Email:** DMV\_FIN-INVOICES@TxDMV.gov

PO Information:

POCN#3 - by Mandy Maxwell, 07/21/2021

Added lines 5 and 6 for FY22 funding (lease period 3)

POCN2, Travis R, 09/23/2020: Changed monthly allowance on line 4 from 15000 /mo to 2500 /mo

POCN1, Travis R, 08/10/2020: Added line 3, months 12-23 of 36 month lease. Added line 4, copy overages for months 12-23 of 36 month lease. Updated buyer name for PO changes

Toshiba e-Studio 7518A is replacing the e-Studio 7508A, serial number SCIHF11159, Po 600800 000002986, expiration date: 9/30/2019. Vendor will need to pick up the e-Studio 7508A upon delivery of the new e-Studio 7518A.

Toshiba e-Studio 7508A Location: Texas Department of Motor Vehicles Motor Carrier Division, 5th. Floor, building 6. 3712 Jackson Ave, Austin TX, 78731

Contract#: State of Texas DIR-TSO-3042

Contract is for 36 Month Fair Market Value Lease.

#### Lease Period:

- 10/01/2019 thru 08/31/2020 ( Lease period 1. ) Purchase Order 60800 0000007341. Months 1 to 11 of a 36 month lease
- 09/01/2020 thru 08/31/2021 ( Lease period 2. ) Purchase Order 60800 0000007341. Months 12 to 23 of a 36 month lease
- 09/01/2021 thru 08/31/2022 ( Lease period 3. ) Purchase Order 60800 0000007341. Months 24 to 35 of a 36 month lease
- 09/01/2022 thru 09/30/2022 ( Lease period 4. ) Months 36 to 36 of a 36 month lease

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:

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 36 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

**Authorized Signature** Paull Durchaser, CTCD



## Texas Department of Motor Vehicles Business Unit # 60800

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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

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 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.

#### Installation instructions:

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

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).

#### Cancellation:

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

This purchase order may be renewed with the same Terms and 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 and/or email: maryellen.absher@tbs.toshiba.com

TxDMV Contact: Renee Israel @ bldg. 6, (512) 465-1420, Renee.Israel@TxDMV.gov

**Authorized Signature** Maull Durchaser, CTCD

07/30/2021

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# Business Unit # 60800 Purchase Order # 0000007341

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UOM: Line-Sch: Line Description: Class/Item: **Extended Amt:** Due Date: Quantity: **Unit Price:** 1-1 Toshiba copier e-Studio 985/59 11.0000 MO \$286.51000 \$3.151.61 10/01/2019

> Schedule Total \$3,151.61

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**Contract ID:** RegID: 0000007341 0000007981

Service period: 10/01/2019 - 08/31/2020. (Fiscal Year 2020). Months 1 to 11 of a 36 month lease.

Hardware Configuration:

e-Studio 7518A, MR4000, MJ1111b, MJ6160n, KD1059LT, GD1370 Fax

7518A (Color) Copier Lease.

Hardware Payment for term of 36 Month Lease = \$220.51 @ 36 Months = \$7938.36 total amount of hardware lease payments for term. Base Service Fee Billed Monthly Overages billed monthly

\$22.25 of the Monthly Hardware Lease Payment is for Incidental Charges

Monthly Base Service Program will include 15000 Black White copies per month @ \$.0044: Monthly Base Fee: \$66.00 Total monthly base = \$66.00 Monthly x 36 months = \$2376.00

Total Monthly payment including the Hardware Lease Payment \$220.51 + Monthly Service \$66 = \$286.51 per month. Final Total of payments over 36 Month Lease Program: \$10314.36 (excludes any applicable overages)

Includes All Parts, Labor, Toner and Staples.

Accessories include:

MJ1111b Console Stapler/Finisher, 300 Sheet Dual Scan Document Feeder, MJ6106n Holepunch, GD1370n Fax

Item Total for Line # 1 \$3,151.61

Line-Sch: Line Description: Class/Item: Quantity: UOM: **Unit Price: Extended Amt:** Due Date: Black & White Copy/Print. 15000.0000 \$0.00440 10/01/2019 2-1 985/59 FΑ \$66.00

Overage: 15,001+ (per month) billed @0.0044 ea

> Schedule Total \$66.00

**Contract ID:** RegID: 0000007341 0000007981

> Item Total for Line # 2 \$66.00

**Authorized Signature** all purchaser, CTCD



# Business Unit # 60800 Purchase Order # 0000007341 Purchase Order Change Notice (#3)

Quantity: Due Date: Line-Sch: Line Description: Class/Item: UOM: **Unit Price: Extended Amt:** Toshiba copier e-Studio 985/58 MO 08/31/2020 3-1 12.0000 \$286.51000 \$3,438.12 7518A (Color) Copier Lease

> Schedule Total \$3,438.12

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Contract ID: ReqID: 0000007341 0000009007

Service period: 09/01/2020 - 08/31/2021. (Fiscal Year 2021). Months 12 to 23 of a 36 month lease.

Hardware Configuration:

e-Studio 7518A, MR4000, MJ1111b, MJ6160n, KD1059LT, GD1370 Fax

Hardware Payment for term of 36 Month Lease = \$220.51 @ 36 Months = \$7938.36 total amount of hardware lease payments for term. Base Service Fee Billed Monthly Overages billed monthly

\$22.25 of the Monthly Hardware Lease Payment is for Incidental Charges

Monthly Base Service Program will include 15000 Black White copies per month @ \$.0044: Monthly Base Fee: \$66.00 Total monthly base = \$66.00 Monthly x 36 months = \$2376.00

Total Monthly payment including the Hardware Lease Payment \$220.51 + Monthly Service \$66 = \$286.51 per month. Final Total of payments over 36 Month Lease Program: \$10314.36 (excludes any applicable overages)

Includes All Parts, Labor, Toner and Staples.

Accessories include:

MJ1111b Console Stapler/Finisher, 300 Sheet Dual Scan Document Feeder, MJ6106n Holepunch, GD1370n Fax

Item Total for Line #3 \$3,438.12

**Extended Amt:** Line Description: UOM: Line-Sch: Class/Item: Quantity: **Unit Price:** Due Date: Black & White Copy/Print \$0.00440 08/10/2020 4-1 985/58 2500.0000 EΑ \$11.00

Overages:2501+ (Per month)

billed @ 0.0044 each.

Schedule Total \$11.00

**Contract ID:** ReqID: 0000007341 0000009007

> Item Total for Line # 4 \$11.00

**Authorized Signature** all purchaser, CTCD



# Business Unit # 60800 Purchase Order # 0000007341

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Line-Sch: 5-1	Line Description: Toshiba copier e-Studio 7518A (Color) Copier Lease.	<b>Class/Item:</b> 985/58	Quantity: 12.0000	UOM: MO	Unit Price: \$286.51000	Extended Amt: \$3,438.12	Due Date: 07/21/2021
						Schedule Total	\$3,438.12
Contract ID: 0000007341			ReqID: 0000010660				
Service peri	od 3: 09/01/2021 - 08/31/2022. (	Fiscal Year 202	2). Months 24 to 3	35 of a 36 mor	th lease.		
	configuration: 18A, MR4000, MJ1111b, MJ6160	n, KD1059LT, G	GD1370 Fax				
Base Service	ayment for term of 36 Month Lea te Fee Billed Monthly Overages be te Monthly Hardware Lease Paym	oilled monthly		'938.36 total a	mount of hardware	e lease payments for term	
	se Service Program will include 1 6 months = \$2376.00	5000 Black Whi	te copies per moi	nth @ \$.0044:	Monthly Base Fee	: \$66.00 Total monthly ba	ase = \$66.00
Total Monthly payment including the Hardware Lease Payment \$220.51 + Monthly Service \$66 = \$286.51 per month. Final Total of payments over 36 Month Lease Program: \$10314.36 (excludes any applicable overages)							
Includes All	Parts, Labor, Toner and Staples.						
Accessories	s include: onsole Stapler/Finisher, 300 She	et Dual Scan Do	cument Feeder. N	/J6106n Hole	ounch, GD1370n F	- Fax	

UOM: Line Description: Class/Item: Line-Sch: Quantity: **Unit Price: Extended Amt:** Due Date: Black & White Copy/Print 985/58 15000.0000 EΑ \$0.00440 07/21/2021 \$66.00

Overages:15,001+ (Per month) billed @ 0.0044

each.

Schedule Total \$66.00

\$3,438.12

Item Total for Line # 5

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**Contract ID:** ReqID: 0000010660 0000007341

> Item Total for Line # 6 \$66.00

> > **Total PO Amount** \$10,170.85

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** all purchaser, CTCD



# Texas Department of Motor Vehicles Business Unit # 60800 Purchase Order # 0000007341 Purchase Order Change Notice (# 3)

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Authorized Signature

NUMBER DWYCHASER, CTCD