

Business Unit # 60800 Purchase Order # 0000007893 Purchase Order Change Notice (#4)

Page: 1 of 5

Payment NET30 Freight FOB Terms:

Terms: Destination

Ship Via: US MAIL PCC: I

Date: 01/24/20 PO Method: CP Dispatch: Dispatch Rev Dt: 08/18/21

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

TOSHIBA AMERICA BUSINESS SOLUTIONS INC Vendor:

DBA TOSHIBA BUSINESS SOLUTIONS, USA

FILE 57202

LOS ANGELES CA 90074-7202

United States

Ship To:

1P00 - TxDMV Warehouse 4000 Jackson Avenue

Austin TX 78731

United States

Bill To:

4000 Jackson Avenue 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# 4 - by Mandy Maxwell, 08/12/2021

Changed buyer from Travis Reese to Amanda Maxwell

Added line 3 for FY22 funding, 09/01/2021 thru 08/31/2022 (Lease period 3.) Months 20 to 31 of a 36 month lease

POCN # 3, Travis R, 04/21/2021: Added contract number (000000086) to line 2 for tracking purposes.

POCN # 2, Travis R, 08/31/2020: Added line 2, months 8-19 of 36 month lease. Updated buyer name for PO changes

POCN # 1 1/27/2020 by Rodrigo Garcia. Quote error submitted by the vendor, the total service cost incorrect, thus the entire total incorrect.

Toshiba e-Studio 4515AC is replacing the e-Studio 4505AC, serial number SCFKF31450, Po 600800 0000003488, expiration date: 01/31/2020. Vendor will need to pick up the e-Studio 4505AC upon delivery of the new e-Studio 4515AC.

Toshiba e-Studio 4515AC Location: Texas Department of Motor Vehicles 3800 Jackson Ave Austin, TX 78731 Building 5, 2nd floor

Contract#: State of Texas DIR-CPO-4426

Contract is for 36 Month FMV Lease.

Lease Period:

- 02/01/2020 thru 08/31/2020 (Lease period 1.) Purchase Order 60800 0000007893. Months 1 to 7 of a 36 month lease
- 09/01/2020 thru 08/31/2021 (Lease period 2.) Purchase Order 60800 0000007893. Months 8 to 19 of a 36 month lease
- 09/01/2021 thru 08/31/2022 (Lease period 3.) Purchase Order 60800 0000007893. Months 20 to 31 of a 36 month lease
- 09/01/2022 thru 01/31/2023 (Lease period 4.) Months 32 to 36 of a 36 month lease

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.

> Authorized Signature Paull Purchaser, CTCD



Business Unit # 60800 Purchase Order # 0000007893

Purchase Order Change Notice (# 4)

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.

Installation instructions:

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).

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: Virginia Pickering, (512) 465-4031, Virginia.Pickering@TxDMV.gov

Authorized Signature Mall Durchaser, CTCD

08/18/2021

Page: 2 of 5



Business Unit # 60800 Purchase Order # 0000007893 Purchase Order Change Notice (# 4)

Page: 3 of 5

UOM: Due Date: Line-Sch: Line Description: Class/Item: **Extended Amt:** Quantity: **Unit Price:** 1-1 Toshiba copier e-Studio 985/58 7.0000 MO \$591.80000 \$4.142.60 02/01/2020

4515AC (Color) Copier Lease.

Schedule Total \$4,142.60

 Contract ID:
 ReqID:

 00000086
 0000008703

Service period: 02/01/2020 - 08/31/2020. (Fiscal Year 2020). Months 1 to 7 of a 36 month lease.

Contract#: State of Texas DIR-CPO-4426

Contract is for 36 Month FMV Lease.

Hardware Configuration:

e-Studio 4515AC color 45ppm MFP, MR3031 100 sheet RADF, MJ1109B Console finisher, MJ6105 holepunch, KN5005 Bridge Kit, KD1059lt 2000 large capacity feeder, PWRFLTR-XGPCS15D power filter

Monthly Hardware Payment for term of 36 Month Lease = \$217.00 Monthly.

Monthly Base Service Program Payment will include 4000 Black White copies per month @ \$.00806: Monthly Base Fee: \$32.24 Monthly will include 8000 color copies per month @ 0.04282: Monthly Base Fee: \$342.56. Total monthly base Black White + Color = \$ 374.80 Monthly Overages for black and white copies are \$.0080 and for color .0425

Total Monthly payment including the Hardware Lease Payment \$217 + Monthly Service \$374.80= \$591.80 per month. Base Service Fee Billed Monthly Overages billed monthly (excludes any applicable overages) Includes All Parts, Labor, Toner and Staples. Incidental charge included in total \$9.75

Equipment is to be leased in accordance of the terms and conditions of the State of Texas Department of Information Resources Contract No. DIR-CPO-4426 Appendix D Master Lease Agreement. It is acknowledged and agreed that this purchase order constitutes a schedule as defined in the Master Lease Agreement.

Item Total for Line # 1

\$4,142.60

Authorized Signature

NULL Purchaser, CTCD



Business Unit # 60800 Purchase Order # 0000007893 Purchase Order Change Notice (# 4)

chase Order Change Notice (# 4)

Class/Item: Line Description: UOM: Unit Price: Due Date: Line-Sch: Quantity: **Extended Amt:** Toshiba Copier e-Studio 985/58 12.0000 MO \$591.80000 \$7,101.60 08/31/2020 2-1 4515AC (Color) Copier Lease

Schedule Total \$7,101.60

Page: 4 of 5

 Contract ID:
 ReqID:

 00000086
 000009606

Copier Lease - 36 Month Lease

Original Service Period: February 01, 2020 - January 31, 2023

Current Service Period, Line 2: 09/01/2020 - 08/31/2021 (FY21) Months 8 - 19

Hardware Payment for Term = \$217 Toshiba e-Studio 4515AC MR3031B 100-sheet RADF MJB109B Console Finisher w/Stapling KN5005 Bridge Kit MJ6105 Hole Punch PWRFLTR-XGPCS15D Power Filter

PWRFLTR-XGPCS15D Power Filter KD1059B 2000 Sheet Lg Cap Feeder

Monthly Base Service Program includes 4000 Black and White Copies per Month @ \$00806 or \$32.24; and 8000 Color Copies per Month @ \$.04282 or \$342.56

Total Monthly Payment including Hardware Lease Payment \$217 + Monthly Service = \$591.80 per Month Total cost for 36 months = \$21,304.80

Base Service Fee Billed Monthly and Overages Billed Monthly

Item Total for Line # 2 \$7,101.60

Authorized Signature

NULL DWCHASEY, CTCD



Business Unit # 60800 Purchase Order # 0000007893

Purchase Order Change Notice (#4)

Line-Sch: Due Date: Line Description: Class/Item: Quantity: UOM: **Unit Price: Extended Amt:** 3-1 Toshiba Copier e-Studio 985/58 12.0000 MO \$591.80000 \$7,101.60 08/30/2021 4515AC (Color) Copier

Lease

Schedule Total \$7,101.60

Page: 5 of 5

Contract ID: RegID: 000000086 0000010866

Service Period 09/01/2021 - 08/31/2022 (FY22) months 20 - 31 of 36 month lease

Contract#: State of Texas DIR-CPO-4426

Contract is for 36 Month FMV Lease.

Hardware Configuration:

e-Studio 4515AC color 45ppm MFP, MR3031 100 sheet RADF, MJ1109B Console finisher, MJ6105 holepunch, KN5005 Bridge Kit, KD1059lt 2000 large capacity feeder, PWRFLTR-XGPCS15D power filter

Monthly Hardware Payment for term of 36 Month Lease = \$217.00 Monthly.

Monthly Base Service Program Payment will include 4000 Black White copies per month @ \$.00806: Monthly Base Fee: \$32.24 Monthly will include 8000 color copies per month @ 0.04282: Monthly Base Fee: \$342.56. Total monthly base Black White + Color = \$374.80 Monthly Overages for black and white copies are \$.0080 and for color .0425

Total Monthly payment including the Hardware Lease Payment \$217 + Monthly Service \$374.80= \$591.80 per month.

Base Service Fee Billed Monthly Overages billed monthly

(excludes any applicable overages)

Includes All Parts, Labor, Toner and Staples.

Incidental charge included in total \$9.75

Equipment is to be leased in accordance of the terms and conditions of the State of Texas Department of Information Resources Contract No. DIR-CPO-4426 Appendix D Master Lease Agreement. It is acknowledged and agreed that this purchase order constitutes a schedule as defined in the Master Lease Agreement.

Item Total for Line # 3

\$7,101.60

Total PO Amount

\$18,345.80

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 Durchaser, CTCD