



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000008570

Payment NET30 Freight FOB Ship Via: VNDR PCC: I Date: 07/31/20 PO Method: CP Dispatch: Dispatch Rev Dt:
Terms: Terms: Destination Via Print

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, USA
FILE 57202
LOS ANGELES CA 90074-7202
United States

Ship To: 1P23 - Veh Titles and Reg
4000 Jackson Avenue
Austin TX 78731
United States

Vendor ID: 1330865305 7

Bill To: 4000 Jackson Avenue
Austin TX 78731
United States

Purchaser: Travis Reese
Phone: 512 4654180
Fax: 512/465-5641

Bill To Fax:

Email: Travis.Reese@txdmv.gov

Bill To Email: DMV\_FIN-INVOICES@TxDMV.gov

PO Information:

This purchase order will replace PO 60800 0000004187 for Toshiba 4505AC and 7506ACT once their service periods are completed.

Copier Lease, Line 1 - Toshiba eStudio7516ACT - Copy/Print/Fax/Scan - SERIAL # xxxxxx
Vendor will program, deliver, and set up copier for TxDMV/VTR 4th floor, building 1.
Lease agreement Term is 10/01/2020 through 09/30/2023 with four (4) lease periods.

Terms for this agreement:
10/01/2020 through 08/31/2021 - Lease period one - 11 Months
09/01/2021 through 08/31/2022 - Lease period two - 12 Months
09/01/2022 through 08/31/2023 - Lease Period three - 12 Months
09/01/2023 through 09/30/2023 - Lease Period Four - 1 Month

Copier Lease, Line 4 - Toshiba eStudio4515AC - Copy/Print/Fax/Scan - SERIAL # xxxxxx
Vendor will program, deliver and set up copier for TxDMV/VTR, 4th floor, building 1.
Lease agreement Term is 10/01/2020 through 09/30/2023 with four (4) lease periods.

Terms for this agreement:
11/28/2020 through 08/31/2021 - Lease period one - 9 Months
09/01/2021 through 08/31/2022 - Lease period two - 12 Months
09/01/2022 through 08/31/2023 - Lease Period three - 12 Months
09/01/2023 through 11/27/2023 - Lease Period Four - 3 Month

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-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.

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 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.

Authorized Signature

[Handwritten Signature]

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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

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).

Change Orders:

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.

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, whichever is later.

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

TxDMV Contact:

Roger Feuge  
Roger.Feuge@TxDMV.gov

Authorized Signature

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(512) 465-1459

Vendor Contact:  
Maryellen Absher  
Marryellen.absher@tbs.toshiba.com  
(737) 236-7007

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Toshiba Copier eStudio7516ACT - Lease Period 1 (Months 1-11)	985/58	11.0000	MO	\$468.57000	\$5,154.27	08/21/2020

Schedule Total

**Contract ID:**  
0000008570

**ReqID:**  
0000009432

Line 1, Lease Period 1: 10/01/2020 - 08/31/2021

Overall Service Term: 10/01/2020 - 09/30/2023

Hardware Specifications:

MJ1111B Stapler, MJ6106N Hole Punch, PWRFLRT-XGPCS15D Power Filter, GD1370n Fax. Basic Copier (\$327.01), 10,000 Monthly Black White Allowance (\$52.40), and 3,000 Monthly Color Copy Allowance (\$89.16). Black White Overage \$0.00524 per copy. Color Overages \$0.02972 per copy.

Item Total for Line # 1

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
2-1	Black & White Copy Overages for eStudio7516ACT 10,001+ per month B/W print overages (0.00524 ea)	985/58	2200.0000	EA	\$0.00524	\$11.53	08/21/2020

Schedule Total

**Contract ID:**  
0000008570

**ReqID:**  
0000009432

Item Total for Line # 2

Authorized Signature

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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
3-1	Color Copy Overages for eStudio7516ACT 3001+ per month color print overages (0.02972 ea)	985/58	1200.0000	EA	\$0.02972	\$35.66	08/21/2020
						Schedule Total	\$35.66
<b>Contract ID:</b> 0000008570				<b>ReqID:</b> 0000009432			
						Item Total for Line # 3	\$35.66
4-1	Toshiba Copier eStudio4515AC - Lease Period 1 (Months 1-9)	985/58	9.0000	MO	\$499.46000	\$4,495.14	08/21/2020
						Schedule Total	\$4,495.14
<b>Contract ID:</b> 0000008570				<b>ReqID:</b> 0000009433			
Line 4, Lease Period 1: 11/28/2020 - 08/31/2021							
Overall Service Term: 11/28/2020 - 11/27/2023							
Hardware Specifications: MR3031b 100-Sheet RADF, MJ1109B Console Finisher w/Stapling, KN5005 Bridge Kit, MJ6105 Hole Punch, KD1059B 2000-Sheet Lg Cap Feeder, GD1370n FAX. Basic Copier (\$228.21), 10,000 Monthly Black White Allowance (\$80.00), and 4,500 Monthly Color Copy Allowance (\$191.25). Black White Overage \$0.008 per copy. Color Overages \$0.0425 per copy.							
						Item Total for Line # 4	\$4,495.14
5-1	Black & White Copy Overages for eStudio4515AC 10,001+ per month B/W print overages (0.008 ea)	985/58	2200.0000	EA	\$0.00800	\$17.60	08/21/2020
						Schedule Total	\$17.60
<b>Contract ID:</b> 0000008570				<b>ReqID:</b> 0000009433			
						Item Total for Line # 5	\$17.60

Authorized Signature

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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
6-1	Color Copy Overages for eStudio4515AC 4501+ per month B/W print overages (0.0425 ea)	985/58	1200.0000	EA	\$0.04250	\$51.00	08/21/2020
						<b>Schedule Total</b>	<input type="text" value="\$51.00"/>
<b>Contract ID:</b> 0000008570				<b>ReqID:</b> 0000009433			
						<b>Item Total for Line # 6</b>	<input type="text" value="\$51.00"/>

**Total PO Amount**

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**  
  
**07/31/2020**