

Business Unit # 60800 Purchase Order # 0000009213

Purchase Order Change Notice (# 2)

NET30 Freight FOB Ship Via: US MAIL PCC: I Date: 01/14/21 PO Method: DG Dispatch: Dispatch Rev Dt: 07/21/21 Payment

Terms: Terms: Destination

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

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

512/465-1226 Phone:

Fax:

Bill To Fax:

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

PO Information:

POCN# 2 - by Mandy Maxwell, 07/21/2021

Line 4 - added additional color copy overages for FY21

Lines 5-7 - added FY22 funding

POCN 1, Travis R, 05/06/2021:

Line 2 corrected from \$0.00520 to \$0.00524 per b/w overage Line 3 corrected from \$0.02970 to \$0.02972 per color overage

This is to replace PO 60800 0000004996 for Toshiba eStudio 7506ACT (Serial # SCHAH25301) upon its expiration on 03/31/2021

New Copier Lease - 36 Month

Overall Service Period: April 1, 2021 - March 31, 2024

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 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.

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

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 F Master Lease Agreement. It is acknowledged and agreed that this purchase order constitutes a schedule as defined in the Master Lease Agreement.

> **Authorized Signature** Taull Durchaser, CTCD

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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.

04/01/2021 through 08/31/2021 - Lease period one - 5 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 03/31/2024 - Lease Period four - 7 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.

Contract: DIR-CPO-4426

TxDMV Contact: Mary Menoskey Mary.Menoskey@TxDMV.gov (512) 465-4011

Vendor Contact: MaryEllen Absher

Authorized Signature

Whaser, CTCD

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maryellen.absher@tbs.toshiba.com (512) 237-0259

Line-Sch: Line Description: Toshiba eStudio 7516ACT -1-1

Copier 36 month lease

(months 1-5)

Class/Item: Quantity: 985/58 5.0000

UOM: MO

Unit Price: \$400.84000

Extended Amt: \$2,004.20

Due Date:

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01/14/2021

Schedule Total

\$2,004.20

Contract ID:

RegID: 00000109 0000010085

Overall Service Period: April 1, 2021 - March 31, 2024

Current Service Period (Line 1) - April 1, 2021 - August 31, 2021 (5 months)

Toshiba eStudio7516ACT - S/N: SS1IK90807 Copy/Print/Fax/Scan MJ1111B Console finisher MJ6106N Hole Punch PWRFLRT-D5143NT Power Filter GD1370n Fax

Monthly base service includes: 4,000 Monthly Black White copies per month at \$.00524, \$20.96; and 2,500 Monthly Color copies at \$.02972, \$74.30. Total monthly based black/white and color=\$95.26

Total monthly payment including hardware lease payment \$305.58 + monthly copies \$95.26 = \$400.84

Basic service and overages billed monthly.

Item Total for Line # 1

\$2,004.20

Line-Sch: **Line Description:**

Black & White Copy Overages (4,001+)

Class/Item: Quantity: 985/58 1000.0000 UOM: EΑ

Unit Price: \$0.00524

Extended Amt: \$5.24

Due Date: 01/14/2021

Schedule Total

\$5.24

Contract ID: 00000109

RegID: 0000010085

Item Total for Line # 2

\$5.24

Authorized Signature Paull Durchaser, CTCD

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UOM: Due Date: Line-Sch: Line Description: Class/Item: Quantity: **Unit Price: Extended Amt:** 1000.0000 3-1 Color Copy Overages (2,501 985/58 EΑ \$0.02972 \$29.72 01/14/2021 Schedule Total \$29.72 ReqID: Contract ID: 00000109 0000010085 Item Total for Line # 3 \$29.72 UOM: Line-Sch: Line Description: Class/Item: Quantity: **Unit Price: Extended Amt:** Due Date: Color Copy Overages (2,501 985/58 3000.0000 \$0.02972 \$89.16 07/21/2021 EΑ Schedule Total \$89.16 Contract ID: RegID: 00000109 0000010730 Item Total for Line # 4 \$89.16 Line Description: Quantity: UOM: **Unit Price:** Due Date: Line-Sch: Class/Item: Extended Amt: Toshiba eStudio 7516ACT -985/58 12.0000 MO \$400.84000 \$4,810.08 07/21/2021 Copier 36 month lease (months 6-17) Schedule Total \$4,810.08 **Contract ID:** ReqID: 000000109 0000010670 Overall Service Period: April 1, 2021 - March 31, 2024 Current Service Period (Line 5) - Sept 1, 2021 - August 31, 2022 (12 months) Toshiba eStudio7516ACT - S/N: SS1IK90807 Copy/Print/Fax/Scan MJ1111B Console finisher MJ6106N Hole Punch PWRFLRT-D5143NT Power Filter GD1370n Fax Monthly base service includes: 4,000 Monthly Black White copies per month at \$.00524, \$20.96; and 2,500 Monthly Color copies at \$.02972, \$74.30. Total monthly based black/white and color=\$95.26 Total monthly payment including hardware lease payment \$305.58 + monthly copies \$95.26 = \$400.84 Basic service and overages billed monthly. Item Total for Line # 5 \$4,810.08

Authorized Signature

NOTO DWYNASON, CTCO

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Line Description: Class/Item: Quantity: UOM: Unit Price: **Extended Amt:** Due Date: Line-Sch: 6-1 Black & White Copy 985/58 1500.0000 EΑ \$0.00524 07/21/2021 \$7.86 Overages (4,001+) **Schedule Total** \$7.86 **Contract ID:** ReqID: 0000010670 00000109 Item Total for Line # 6 \$7.86 Quantity: Line-Sch: Line Description: Class/Item: UOM: **Unit Price: Extended Amt:** Due Date: 2500.0000 7-1 Color Copy Overages (2,501 985/58 EΑ \$0.02972 \$74.30 07/21/2021 +) Schedule Total \$74.30 **Contract ID:** RegID: 000000109 0000010670 \$74.30 Item Total for Line #7 **Total PO Amount** \$7,020.56

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

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