



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000011339
 Purchase Order Change Notice (# 1)

Payment Terms: NET30 **Freight Terms:** FOB Destination **Ship Via:** US MAIL **PCC:** I **PO Date:** 07/20/2022 **PO End Date:** 08/31/2023 **PO Method:** CP **Dispatch:** Dispatch Via Email **Rev Dt:** 04/12/2023
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: 1P19 - MidlandOdessa Region
 3901 East Hwy. 80
 Odessa TX 79761
 United States

Vendor ID: 1330865305 7 004

Bill To: 4000 Jackson Avenue
 Austin TX 78731
 United States

Purchaser: Amanda Leigh Maxwell
Phone: 512/465-1226
Fax: 512/465-5641

Bill To Fax:

Email: Mandy.Maxwell@txdmv.gov

Bill To Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

FY23 Renewal of Purchase Order 60800 000007245

POCN# 1 by Mandy Maxwell 04/12/2023
 Added line 3 for additional B/W overages
 All other information remains the same.

Toshiba e-Studio 4518A is replacing the e-Studio 457, serial number SCEFE23274, Po 600800 0000001289, expiration date: 8/31/2019. Vendor will need to pick up the e-Studio 457 upon delivery of the new e-Studio 4518A.

Toshiba e-Studio 4518A Location:
 Texas Department of Motor Vehicles
 Vehicle Titles Reg Division
 Midland/Odessa Regional Office
 3901 East Hwy 80
 Odessa, TX, 79761

Contract#: State of Texas DIR-CPO-4426

Contract is for 48 Month Fair Market Value Lease.

New Lease Period:

- 09/01/19 thru 08/31/20 (Lease period 1.) Purchase Order 60800 0000007245
- 09/01/20 thru 08/31/21 (Lease period 2.) Purchase Order 60800 0000007245
- 09/01/21 thru 08/31/22 (Lease period 3.) Purchase Order 60800 0000007245
- 09/01/22 thru 08/31/23 (Lease period 4.) Purchase Order 60800 0000011339

Hardware Configuration:

e-Studio 4518A, MR3031b, MJ1109b, MJ6105, KD1059b, KN5005, Fax GD1370

Hardware Payment for term of 48 Month Lease = \$123.81 @ 48 Months = \$5942.88 total amount of hardware lease payments for term.

Base Service Fee Billed Monthly Overages billed monthly
 \$15.07 of the Monthly Hardware Lease Payment is for Incidental Charges

Monthly Base Service Program will include 7000Black White copies per month @ \$.0059: Monthly Base Fee: \$41.30. Monthly Base Fee: \$41.30 x 48 months = \$1982.40

Total Monthly payment including the Hardware Lease Payment \$123.81+ Monthly Service \$41.30= \$165.11 per month.

Final Total of payments over 48 Month Lease Program: \$7925.28
 (excludes any applicable overages)

Authorized Signature

Mandy Maxwell, CTOD/COM

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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.

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:

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 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

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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.

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: Julie Payne
 Vehicle Titles Reg Division
 Phone: (432) 276-4411
 Email: julie.payne@txdmv.gov

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Toshiba Copier Month Lease; Toshiba Multi-Function Copier, E-Studio 4518-A	30101	985/58	12.0000	MO	\$165.11000	\$1,981.32	09/01/2022
							Schedule Total	\$1,981.32

Contract ID: 0000007245
ReqID: 0000012007

FY23 Service period: 09/01/2022 - 08/31/2023
 Overall term: 09/01/2019 - 08/31/2023

Serial Number SCZPJ59845
 Accessories:
 MJ1109 Console Finisher
 MR3031 RADF
 MJ6105 Hole Punch
 KN5005 Bridge Kit
 Fax GD1370
 2000 page paper feeder drawer

Item Total for Line # 1 **\$1,981.32**

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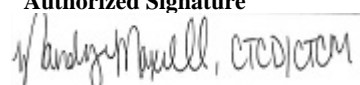


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Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:	
2-1	Black & White Copy/Print Overages: 7001 + (per month) billed @0.0059 ea	30101	985/58	1000.0000	EA	\$0.00590	\$5.90	09/01/2022	
							Schedule Total	<input type="text" value="\$5.90"/>	
Contract ID: 0000007245					ReqID: 0000012007				
							Item Total for Line # 2	<input type="text" value="\$5.90"/>	
3-1	Black & White Copy/Print Overages: 7001 + (per month) billed @0.0059 ea	30101	985/58	1000.0000	EA	\$0.00590	\$5.90	04/21/2023	
							Schedule Total	<input type="text" value="\$5.90"/>	
Contract ID: 0000007245					ReqID: 0000013188				
							Item Total for Line # 3	<input type="text" value="\$5.90"/>	
							Total PO Amount	<input type="text" value="\$1,993.12"/>	

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>

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