



Texas Department of Motor Vehicles
 Texas SmartBuy PO #
 Business Unit # 60800
 Purchase Order # 0000011446

Payment NET30 **Freight** FOB **Ship Via:** US MAIL **PCC:** I **Date:** 08/03/22 **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: 1P16 - Houston Region
 2110 E. Governors Circle
 Houston TX 77092
 United States

Vendor ID: 1330865305 7

Bill To: 4000 Jackson Avenue
 Austin TX 78731
 United States

Purchaser: Yvette Marie Bonhomme
Phone: 512/465-4197
Fax:

Bill To Fax:

Email: yvette.bonhomme@txdmv.gov

Bill To Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

FY22 PO #0000007902

Toshiba e-Studio 4505AC, 4518A and 4518A; Location:
 Texas Department of Motor Vehicles
 2110 E Governors Circle
 Houston, TX 77092

Contract#: State of Texas DIR-CPO-4426

Contract for the 3 copier machines, is for 48 Month FMV Lease.

Lease Period:

- 02/12/2020 thru 08/31/2020 (Lease period 1.) Purchase Order 60800 0000007902. Months 1 to 7 of a 48 month lease
- 09/01/2020 thru 08/31/2021 (Lease period 2.) Purchase Order 60800 0000007902. Months 8 to 19 of a 48 month lease
- 09/01/2021 thru 08/31/2022 (Lease period 3.) Purchase Order 60800 0000007902. Months 20 to 31 of a 48 month lease
- 09/01/2022 thru 08/31/2023 (Lease period 4.) Purchase Order 60800 0000011446. Months 32 to 36 of a 48 month lease
- 09/01/2022 thru 02/11/2024 (Lease period 4.) Months 32 to 36 of a 48 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.

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

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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.

TxDMV Contact:

Khadija Brown
Phone: 713-316-6131
Email: khadija.brown@txdmv.gov

Vendor Contact:

Maryellen Absher
Phone: 512-237-0259
email: maryellen.absher@tbs.toshiba.com

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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Toshiba copier e-Studio 4505AC (Color #2) Copier Lease. Serial: #SCNLJ58204	985/58	12.0000	MO	\$342.71000	\$4,112.52	09/01/2022
						Schedule Total	\$4,112.52
<u>Contract ID:</u> 000000089		<u>Contract Type:</u> PO		<u>ReqID:</u> 0000011929			
Lease period 4 9/01/2022 - 8/31/2023.						Item Total for Line # 1	\$4,112.52
2-1	Toshiba E Studio 4518A color copier (copier # 2) Overages Serial: #SCZLJ28558	985/58	10000.0000	EA	\$0.04282	\$428.20	09/01/2022
						Schedule Total	\$428.20
<u>Contract ID:</u> 000000089		<u>Contract Type:</u> PO		<u>ReqID:</u> 0000011929			
Lease period 4						Item Total for Line # 2	\$428.20
3-1	Toshiba Copier E-Studio 4518A (B & W copier #1) Serial: #SCZLJ27172	985/58	12.0000	MO	\$195.96000	\$2,351.52	09/01/2022
						Schedule Total	\$2,351.52
<u>Contract ID:</u> 000000089		<u>Contract Type:</u> PO		<u>ReqID:</u> 0000011929			
Lease period 4 Term: 9/01/2022 - 8/31/2023						Item Total for Line # 3	\$2,351.52

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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
4-1	Toshiba Copier E-Studio 4518A (B & W copier #1) Overage	985/58	6000.0000	EA	\$0.00554	\$33.24	09/01/2022
Serial: # SCZLJ27172							
						Schedule Total	\$33.24
Contract ID: 000000089		Contract Type: PO		ReqID: 0000011929			
						Item Total for Line # 4	\$33.24
5-1	Toshiba copier e-Studio 4518A (B & W Copier # 3)	985/58	12.0000	MO	\$212.58000	\$2,550.96	09/01/2022
Serial: #SCNLJ28558							
						Schedule Total	\$2,550.96
Contract ID: 000000089		Contract Type: PO		ReqID: 0000011929			
Lease period 4							
Term: 9/01/2022 - 8/31/2023							
						Item Total for Line # 5	\$2,550.96
6-1	Toshiba copier e-Studio 4518A (B & W Copier # 3) Overages	985/58	6000.0000	EA	\$0.00554	\$33.24	09/01/2022
Serial: #SCNLJ28558							
						Schedule Total	\$33.24
Contract ID: 000000089		Contract Type: PO		ReqID: 0000011929			
						Item Total for Line # 6	\$33.24

Total PO Amount \$9,509.68

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.

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

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