



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000011481
 Purchase Order Change Notice (# 3)

Payment Terms: NET30 **Freight Terms:** FOB Destination **Ship Via:** US MAIL **PCC:** I **PO Date:** 08/09/2022 **PO End Date:** 02/28/2023 **PO Method:** CP **Dispatch:** Dispatch Via Print **Rev Dt:** 03/10/2023
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: 1P12 - Finance Admin Services
 4000 Jackson Avenue
 Austin TX 78731
 United States

Vendor ID: 1330865305 7 004

Bill To: 4000 Jackson Avenue
 Austin TX 78731
 United States

Purchaser: Quynh-Nhi Ge
Phone: 512/465-4193
Fax: 512/465-5641

Bill To Fax:

Email: Nhi.Ge@txdmv.gov

Bill To Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

PO Information: PO#0000011481 POCN #1, El Paso RSC, Copier #1

Extending contract term from 3/1/2023-8/31/2023 (6 months extension) to accommodate an unknown delivery date caused by supply chain issues as mentioned by the vendor in the attached email.

Lease of e-Studio 4515AC (Color 45PPM Blk/45 PPM, Term of 36 months \$343.31, includes incidental Fee \$21.98. Includes the following accessories: MJ11096 console finisher, MR3031b RadF, KN5005b Bridge Kit, MJ6105b Hole Punch, KD1029LTV-2000 Sheet LCF, GD1370b Fax Board, Monthly blk base includes 11,000 black and white images @ 0.0084 or \$92.40. Monthly clr base includes 300 color images @0.0149 or \$12.57. Total monthly base blk + color = \$104.97. Total monthly payment, hardware lease payment \$238.34 + images \$104.97 = \$343.31. TxDMV

Contract Monitor: Lori Burns Lori.Burns@txdmv.gov
 TXDMV Contacts: Rachel Esquivel, Coordinator rachel.esquivel@txdmv.gov 915-594-6011
 James Chesshire, Manager james.chesshire@txdmv.gov 915-594-6010

POCN #3, Nhi Ge, 3/10/2023
 Contract term end date updated to 2/28/2023. Updated buyer to Nhi Ge.

POCN#2 Richard Oballo 02/09/2023 Extending contract term from 3/1/2023 through 8/31/2023 to avoid interruption of service due to the new copier not available at this time per the vendor. SN#SCNJJ39224

POCN#1 Extending contract term from 12/1/2022 through 2/28/2023 to avoid interruption of service due to the new copier not available at this time per the vendor. Richard Oballo 11/18/2022

FY 2022 60800 0000011481

Toshiba e-Studio 4515AC Location:
 Texas Department of Motor Vehicles
 El Paso, Regional Service Center
 1227 Lee Trevino, Ste.100
 El Paso TX 79907

Contract#: State of Texas DIR-CPO-4426
 Contract is for 36 Month FMV Lease.

Lease Period:

- 12/01/2019 thru 08/31/2020 (Lease period 1.) Purchase Order 60800 0000007655. Months 1 to 9 of a 36 month lease
- 09/01/2020 thru 08/31/2021 (Lease period 2.) Purchase Order 60800 0000007655. Months 10 to 21 of a 36 month lease
- 09/01/2021 thru 08/31/2022 (Lease period 3.) Purchase Order 60800 0000007655. Months 22 to 33 of a 36 month lease
- 09/01/2022 thru 11/30/2022 (Lease period 4.) Purchase Order 60800 0000011481. Months 34 to 36 of a 36 month lease

Authorized Signature

03/10/2023



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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. SN#SCNJJ39224

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

Authorized Signature

03/10/2023



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000011481
Purchase Order Change Notice (# 3)

Page: 3 of 5

TxDMV Contact: Rachel Esquivel, (915) 594-6011, Rachel.Esquivel@TxDMV.gov

Authorized Signature

A handwritten signature in black ink, appearing to read "Rachel Esquivel", written over a horizontal line.

03/10/2023



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Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:	
1-1	MYD Toshiba e-Studio 4515AC FY23, 09/01/22- 11/30/22 MO Lease 34-36	30101	985/58	3.0000	MO	\$343.31000	\$1,029.93	09/01/2022	
							Schedule Total	\$1,029.93	
Contract ID: 0000007655					ReqID: 0000012202				
Service period: 9-1-2022 to 11-30-2022. (Fiscal Year 2022). Months 34 to 36 of a 36 month lease.									
Hardware Configuration: SN# SCNJJ39224 e-Studio 4515AC color 45ppm MFP, MR3031 100 sheet RADF, MJ1109 stapling console finisher, MJ6105 holepunch, KD1059lt 2000 large capacity feeder, GD1370n fax									
Hardware Payment for term of 36 Month Lease = \$238.34 x 36 Months = \$8580.24 total amount of hardware lease payments for term. Base Service Fee Billed Monthly Overages billed monthly \$21.98 of the Monthly Hardware Lease Payment is for Incidental Charges									
Monthly Base Service Program will include 11,000 Black White copies per month @ \$.0084: Monthly Base Fee: \$92.40 Monthly will include 300 color copies per month @ 0.0419: Monthly Base Fee: \$12.57. Total monthly base Black White + Color = \$104.97 Monthly x 36 months = \$3778.92									
Total Monthly payment including the Hardware Lease Payment \$238.34 + Monthly Service \$104.97 = \$343.31 per month. Final Total of payments over 36 Month Lease Program: \$12359.16 (excludes any applicable overages)									
Includes All Parts, Labor, Toner and Staples.									
							Item Total for Line # 1	\$1,029.93	
Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:	
2-1	Service Term Extension for El Paso Copier #1, Toshiba 4515AC	30101	985/58	3.0000	MO	\$343.31000	\$1,029.93	11/18/2022	
							Schedule Total	\$1,029.93	
Contract ID: 0000007655					ReqID: 0000012793				
Extension Term: 12/01/2022 - 02/28/2023									
SN# SCNJJ39224									
							Item Total for Line # 2	\$1,029.93	
Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:	
3-1	Service Term Extension for El Paso Copier#1, Toshiba 4515AC	30101	985/58	6.0000	MO	\$343.31000	\$2,059.86	02/09/2023	
							Schedule Total	\$2,059.86	
Contract ID: 0000007655					ReqID: 0000013023				
Extension Term End: 2/28/2023									
SN# SCNJJ39224									
							Item Total for Line # 3	\$2,059.86	

Authorized Signature

03/10/2023



Texas Department of Motor Vehicles
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Page: 5 of 5

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

A handwritten signature in black ink, appearing to read "Diana H. G.", written over a horizontal line.

03/10/2023