



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000011504

Payment NET30 **Freight** FOB **Ship Via:** US MAIL **PCC:** I **Date:** 08/12/22 **PO Method:** DG **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: 1P00 - TxDMV Warehouse
 4000 Jackson Avenue
 Austin TX 78731
 United States

Vendor ID: 1330865305 7

Bill To: 4000 Jackson Avenue
 Austin TX 78731
 United States

Purchaser: Richard Emmanuel Oballo
Phone:
Fax:

Bill To Fax:

Email: richard.oballo@txdmv.gov

Bill To Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

On 8/31/22 the current 12 month rental and copier POCN #3 0000009107 for this lease and service expires, so we must renew our purchase order in order to maintain our service contract with Toshiba for the next fiscal year.
 FY 2022 60800 0000009107

This is to replace PO 60800 0000004649 for Toshiba eStudio 7506ACT (Serial # SCHHG21256) upon its expiration on 12/31/2020

New Copier Lease - 36 Month

Overall Service Period: February 1, 2021 - January 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:

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.

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 F 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.

Authorized Signature

Richard Oballo

08/12/2022



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MONTHS 1 - 7: 02/01/2021 - 08/31/2021 PO0000009107
MONTHS 8 - 19: 09/01/2021 - 08/31/2022 PO0000009107
MONTHS 20 - 31: 09/01/2022 - 08/31/2023 PO0000011504
MONTHS 32 - 36: 09/01/2023 - 01/31/2024

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.

TxDMV Contact:
Jennifer Whittaker
Jennifer.Whittaker@TxDMV.gov
(512) 465-1386

Vendor Contact:
MaryEllen Absher
maryellen.absher@tbs.toshiba.com
(512) 237-0259

Contract: DIR-CPO-4426

Authorized Signature

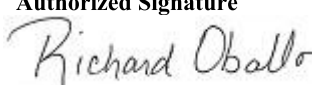
08/12/2022



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Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Toshiba Equipment Lease for FY2023 (12 Months-Expires 8/31/2023) S/N# SCHHG21256	985/58	12.0000	MO	\$473.35000	\$5,680.20	08/12/2022
						Schedule Total	<input type="text" value="\$5,680.20"/>
Contract ID: 0000009107				ReqID: 0000012120			
<p>For the next 12 month period on the current 36 month agreement with Toshiba that began on 1/1/2021 This service falls under Contract DIR-CPO-4426 This PR will cover the entire FY2023 period, from 9/1/22 - 8/31/23 Please see the attached POCN #3 0000009107, that covered the 12 month period from 9/1/21-8/31/22 We are also adding \$200 each for Overage Allowance lines to cover both Mono (Black and White) and Color copies. Toshiba Rep: MaryEllen Absher EMAIL: MaryEllen.Absher@tbs.toshiba.com); PHONE: 512-237-0259</p> <p>60800_0000009107_POCN_3.pdf Revised_TXDMV_TOSHIBA_QUOTE_OGC_Jennifer_Whittiker.xlsx</p>							
						Item Total for Line # 1	<input type="text" value="\$5,680.20"/>
Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
2-1	Color Overage Allowance at .02950 per copy	985/58	6779.6610	EA	\$0.02950	\$200.00	08/12/2022
						Schedule Total	<input type="text" value="\$200.00"/>
Contract ID: 0000009107				ReqID: 0000012120			
Please see the Toshiba Quote attached to Line 1 for the overage pricing.							
						Item Total for Line # 2	<input type="text" value="\$200.00"/>
Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
3-1	Black & White Overage Allowance at .00520 per copy	985/58	38461.5384	EA	\$0.00520	\$200.00	08/12/2022
						Schedule Total	<input type="text" value="\$200.00"/>
Contract ID: 0000009107				ReqID: 0000012120			
Please see the Toshiba Quote attached to Line 1 for the overage pricing							
						Item Total for Line # 3	<input type="text" value="\$200.00"/>
						Total PO Amount	<input type="text" value="\$6,080.20"/>

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.

Authorized Signature

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Page: 4 of 4

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

Authorized Signature

Richard Oballo

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