

Texas Department of Motor Vehicles Business Unit # 60800 Purchase Order # 0000011556

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Payment Terms: Freight Terms: Ship Via: PCC: End Date: PO End Date: PO Method: Dispatch: Rev Dt:

NET30 FOB Destination US MAIL I 08/22/22 08/31/2023 CP Dispatch 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

Ship To Attention: Sue Angel Russell

Bill To: 4000 Jackson Avenue

Austin TX 78731 United States

Vendor ID: 1330865305 7

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 # 0800 0000007895

Toshiba e-Studio 5516ACT Location: Texas Department of Motor Vehicles 3800 Jackson Ave Austin, TX 78731 Office Admin Hearings

Contract#: State of Texas DIR-CPO-4426 Contract is for 48 Month FMV Lease.

Lease Period:

- 02/01/2020 thru 08/31/2020 (Lease period 1.) Purchase Order 60800 0000007895. Months 1 to 7 of a 48 month lease
- 09/01/2020 thru 08/31/2021 (Lease period 2.) Purchase Order 60800 0000007895. Months 8 to 19 of a 48 month lease
- 09/01/2021 thru 08/31/2022 (Lease period 3.) Purchase Order 60800 0000007895. Months 20 to 31 of a 48 month lease
- 09/01/2022 thru 08/31/2023 (Lease period 4.) Purchase Order 60800 0000011556. Months 32 to 36 of a 48 month lease
- 09/01/2022 thru 01/31/2024 (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

Authorized Signature Juttle M. Bayhanme



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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).

Delivery

Delivery of goods shall be in accordance with the delivery requirements of this purchase order, any underlying or associated contract for the goods being purchased and any other requirements set for by TxDMV or state law. Upon delivery, the bill of lading shall include at a minimum the following information: TxDMV Division and Contact Name, TxDMV Purchase Order number, Delivery Address, Vendor contact information and return address. If the vendor has an updated delivery schedule or more accurate delivery date, the vendor shall notify the TxDMV contact immediately.

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

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: Sue Rusell

Phone: (512) 465-5000

Email: sue.russell@txdmv.gov

Vendor Contact:

Authorized Signature Juttle M. Barhamme



Texas Department of Motor Vehicles Business Unit # 60800 Purchase Order # 0000011556

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Maryellen Absher, Phone: (512) 237-0259

Email: maryellen.absher@tbs.toshiba.com

Line-Sch: Line Description: Class/Item: Quantity: UOM: **Unit Price: Extended Amt:** Due Date: 1-1 Toshiba eStudio 5516ACT 985/58 12.0000 MO \$303.19000 \$3,638.28 08/22/2022

Copier - Months 32-43 of a 48

month lease

Ship To Sue Angel Russell

Attention:

Schedule Total

\$3.638.28

Contract ID: ReqID: 00000087 0000012277

Service period: 09/01/2022 thru 08/31/2023 (Fiscal Year 2023). Months 32 to 36 of a 48 month lease

Equipment Total for term of 48 month lease = \$226.11 Toshiba ESTUDIO5516ACT MR4000 - 300 Sheet RADF MJ1109B - Console Finisher w/stapling MJ6105 Hole punch GD137ON - Fax Unit / 2nd Line Fax Unit PWRFLTR-XGPCS20D - Power Filter, 120V-20 AMPS

Monthly Base Service Program includes 6000 black and white copies per month at 0.00655 or \$39.30 and 1000 Color copies per month at 0.03778 or

\$37.78. Total monthly base black and white plus color equals \$77.08.

Total monthly payments including the hardware lese payment \$226.11 plus monthly service \$77.08 equals \$303.19.

Base Service Fee Billed Monthly and Overages Billed Monthly

Item Total for Line # 1 \$3,638.28

Class/Item: Unit Price: Due Date: Line-Sch: Line Description: Quantity: UOM: **Extended Amt:** Black & White Copy/Print. 985/58 6000.0000 EΑ \$0.00655 \$39.30 08/22/2022

Overage: 6,001+ (per month)

billed @0.0065 ea

Attention:

Ship To

Sue Angel Russell

Schedule Total

\$39.30

Contract ID: RegID: 0000012277 00000087

Item Total for Line # 2

\$39.30

Authorized Signature



Texas Department of Motor Vehicles

Business Unit # 60800 Purchase Order # 0000011556

Quantity: 1000.0000 Line Description: Class/Item: UOM: Unit Price: **Extended Amt:** Due Date: Line-Sch: Color Copy / Print. Overage: 3-1 985/58 EΑ \$0.03778 \$37.78 08/22/2022

1,001+ (per month) billed @

0.3778

Schedule Total \$37.78 Ship To Sue Angel Russell Attention:

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Contract ID: RegID: 00000087 0000012277

> Item Total for Line #3 \$37.78

Total PO Amount \$3,715.36

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